

# Purchasing Conditions Electric Charge Points

## 1 Structure and definitions

- 1.1 These Purchasing Conditions Electric Charge Points apply to all offers and agreements under which LeasePlan sells and delivers Electric Charge Points to the Client.
- 1.2 In these Purchasing Conditions Electric Charge Points any capitalized term shall have the meaning ascribed to it in Appendix 1 to these Purchasing Conditions Electric Charge Points.
- 1.3 Any (general) terms and conditions of the Client are hereby expressly excluded.

## 2 Order process, delivery and acceptance

- 2.1 Client may request LeasePlan to issue an offer for the purchase of an Electric Charge Point and related Services, such as the charge card (each an **Order Request**).
- 2.2 Confirmation in writing or electronically of the offer by an authorized representative of Client shall constitute an Order Request. Only after acceptance of the Order Request in writing or electronically by LeasePlan, the Order Request shall become an **Order**, which is binding on Client and LeasePlan.
- 2.3 The Order shall constitute an agreement. However, LeasePlan may generate a separate confirmation document that specifies the Order, in which case that confirmation document shall constitute the agreement (each a **Purchase Agreement**).
- 2.4 LeasePlan may approve the cancellation of an Order by Client subject to certain conditions and payment of related costs. If Client requests LeasePlan to cancel the Order, LeasePlan shall submit a proposal to Client setting out the conditions and costs for cancellation of the Order. The cancellation of the Order shall not have effect unless Client and LeasePlan have approved the proposal in writing.
- 2.5 LeasePlan may request Client or Driver to provide any relevant information in relation to, and upload photos of the site at which the Electric Charge Point will be installed.
- 2.6 Based on the information referred to in article 2.5, LeasePlan will provide an indication of the total costs of installation of the Electric Charge Point. If the information is insufficient for LeasePlan to provide such indication, LeasePlan, or a third party on behalf of LeasePlan, may be required to visit the relevant location before an indication of the costs can be given. The actual installation costs (including the costs of any additionally required hardware) may be calculated in arrears and charged by LeasePlan on a time and material basis to Client.
- 2.7 Electric Charge Points shall be delivered and installed by LeasePlan or a third party from LeasePlan's approved network. As soon as an Electric Charge Point is ready for installation, LeasePlan or such designated party shall notify Client and schedule an appointment for the installation of the Electric Charge Point.
- 2.8 After installation of an Electric Charge Point, LeasePlan will perform a site acceptance test. The party responsible for the installation of the Electric Charge Point will receive a notification once the Electric Charge Point has been connected and accepted by the back-office of LeasePlan. The results of the site acceptance test shall be conclusive and incontestable evidence that Client has received a fully functional Electric Charge Point in an undamaged condition in accordance with the specifications of the Order.

- 2.9 Any additional costs or expenses resulting from actions or omissions of Client or Driver delaying or preventing the installation of the Electric Charge Point shall be borne by Client.
- 2.10 As of the moment of the site acceptance test referred to in article 2.8 the Electric Charge Point is transferred to Client and the Electric Charge Point shall be for the risk and account of Client.
- 2.11 If the delivery of the Electric Charge Point is delayed, LeasePlan shall notify Client accordingly. LeasePlan shall not be responsible for any delay or failure in delivery of an Electric Charge Point whatsoever caused.
- 2.12 LeasePlan may cancel delivery and/or installation of the Electric Charge Point if either LeasePlan or Client cancels the delivery of the related electric Vehicle.

### **3 Use of an Electric Charge Point**

- 3.1 Client shall ensure that:
- (i) the Electric Charge Point shall be used in accordance with the Electric Charge Point instruction manual as issued by the relevant supplier from time to time;
  - (ii) the Electric Charge Point, shall at all times be kept in proper working condition, maintained and, if required, repaired, all in accordance with the instructions given by LeasePlan, taken into account the supplier's recommendations;
  - (iii) the Electric Charge Point will only be installed on private property;
  - (iv) the Electric Charge Point shall always be connected to a working internet connection; and
  - (v) Driver will comply with the terms of these Purchasing Conditions Electric Charge Points.
- 3.2 Any modifications, changes and/or additions to an Electric Charge Point may only be made with prior written approval of LeasePlan.
- 3.3 Client shall ensure that, to the extent required by applicable law, all licenses, permits or other required approvals are obtained prior to the installation of the Electric Charge Point.
- 3.4 If an Electric Charge Point cannot be used due to maintenance, damage, repair, defects, connectivity issues, faults or otherwise, this shall not affect Client's obligation to pay any related charges.

### **4 Service and Maintenance**

#### Hotline

- 4.1 LeasePlan provides a technical service hotline to answer calls and solve incidents.

#### Monitoring

- 4.2 LeasePlan will monitor and service the Electric Charge Points remotely and may contact Driver and/or Client if any issues have been detected that require action from Driver or Client.

#### Maintenance

- 4.3 LeasePlan will perform preventive maintenance of the Electric Charge Point required by national law and manufacturer requirements, unless Client has indicated that it does not require preventive maintenance services. The duration and the costs of the preventive maintenance by LeasePlan are specified in the Purchase Agreement. LeasePlan will also provide corrective maintenance.

#### General

- 4.4 Costs for maintenance and repair (whether damage repair or otherwise) of an Electric Charge Point and accessories and any updates thereof or additions which Client acquires separately or which Client has installed itself, shall not be covered by maintenance.
- 4.5 LeasePlan shall perform the maintenance with reasonable care and skill and in accordance with good industry practice. Client will ensure that LeasePlan is provided all necessary assistance and access to perform the maintenance.

## **5 Liability and indemnity**

- 5.1 To the extent permitted by applicable law, LeasePlan shall not be responsible for and shall not be liable towards Client for any damages caused by (the use of) the Electric Charge Points. The exclusion of liability includes, but is not limited to, liability for any claim, loss, damage, costs or injury (including death) of any nature, direct or consequential, contractually or non-contractually, in connection with:
- (i) shortcomings, deficiencies and/or defects to an Electric Charge Point;
  - (ii) the use of an Electric Charge Point by Client or a Driver;
  - (iii) actions of shortcomings by third parties performing repairs, maintenance and other components of the Services; and
  - (iv) infringement by Client or Driver of the applicable laws and regulations.
- 5.2 Client shall indemnify and hold harmless LeasePlan against any claim, loss, damage, cost, or injury of a third party or a Driver related to the events set out under Clause 5.1(ii) and 5.1(iv).

## **6 Price, Invoicing and Payment**

- 6.1 The purchase price for the Electric Charge Point is specified in the Purchase Agreement.
- 6.2 Client shall pay the purchase price in full in advance or through monthly payments as part the Lease Installment, as indicated in the Purchase Agreement. Any details in relation to invoicing and payment have been set out in the applicable leasing conditions.

## **7 Termination and suspension**

- 7.1 Without prejudice to any other rights LeasePlan might have under any applicable law in the event and with immediate effect, LeasePlan shall be entitled to (i) terminate

(*opzeggen*) a Purchase Agreement or all Purchase Agreements concluded with Client:

- (i) in case of a Material Breach or a Material Event; or
  - (ii) Client has not paid an invoice which is overdue with more than 30 (thirty) days.
- 7.2 Except as specifically provided for in these Purchasing Conditions Electric Charge Points or in the relevant agreements as applicable between the Parties, neither Party shall be entitled to terminate, suspend or annul any Purchase Agreement.
- 7.3 The termination of a Purchase Agreement shall not affect the obligation for Client to pay any (remaining parts) of the Lease Installments, which shall continue to be invoiced as agreed by Parties.
- 7.4 In the event of late payment of the invoices or breach by Client of any other obligation under a Purchase Agreement, LeasePlan shall be entitled to postpone its performance under the relevant Purchase Agreement and may disable the Electric Charge Point(s) and Charge Card(s) remotely.

## **8 Assignment**

The rights granted to Client under a Purchase Agreement are personal and cannot be transferred to any third party without LeasePlan's prior written approval, in absence of which such transfer shall be null and void and have no effect whatsoever. LeasePlan may transfer its legal relationship with Client under a Purchase Agreement, to any of its affiliated companies or in the context of any Structured Finance Transaction to any third part(y)(ies), by means of written notification of the same to Client.

## Appendix 1. Definitions

Capitalized terms used in the Purchasing Conditions Electric Charge Points shall have the meaning set out below:

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|------------------------|--|
| Clause                 | means a clause of these Purchasing Conditions Electric Charge Points   |
| Client                 | means LeasePlan's contracting party  |
| Control                | means (i) the direct or indirect ownership of 50% or more of the voting capital, (ii) the right to exercise in aggregate 50% or more of the votes at the relevant company's general shareholders' meeting, or (iii) the right to act as a purchasing entity and/or to contract on behalf of the company  |
| Driver                 | means Client's employee and/or any other person authorized to drive a Vehicle  |
| Electric Charge Points | means electric charge points used for charging Vehicles  |
| Lease Installment      | means the monthly fees charged to the Client which consist of the following elements: Interest Rate; depreciation; taxes (e.g. road tax, radio tax and other vehicle related taxes), levies, duties; Management Fee; budgeted costs of maintenance, repair and tyres plus all other costs for selected products (e.g. insurance premium) (which are charged via the Lease Instalment).   |
| LeasePlan              | means LEASEPLAN GLOBAL and/or the LeasePlan Companies individually or collectively, as applicable  |
| LeasePlan Company      | means a company that directly or indirectly through one or more other companies, Controls, or is Controlled by, or is under common Control with LEASEPLAN GLOBAL   |
| Management Fee         | means the fee due by the Client to the LeasePlan Company for the management of the services by the LeasePlan Company.  |
| Material Breach        | means a breach under these Purchasing Conditions Electric Charge Points, which shall only be deemed material: (i) if such breach is capable of being remedied and the breaching Party, after being notified of the same in writing by the other Party, fails to cure such breach within thirty (30) days upon receipt of that notice or (ii) a breach that cannot be remedied and is of such a nature that continued performance of the relevant agreement by its counterparty can reasonably not be expected. |
| Material Event         | means one of the following events: (i) if Client files for bankruptcy or a moratorium of payments, becomes bankrupt or files or becomes subject of any comparable measure under applicable solvency laws or (ii) if Client ceases or threatens to cease its activities or (iii) in case that a guarantee has been issued, circumstances which in LeasePlan's reasonable opinion indicate that  |

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|  | guarantor's ability to perform all of its obligations under such guarantee is or may be adversely affected or that the guarantee may otherwise not be enforceable or (iv) if a financial screening of Client by LeasePlan indicates in LeasePlan's reasonable opinion that Client may be unable to timely and fully comply with all of its financial obligations towards LeasePlan (v) a Divestment or (vi) unethical behaviour by Client. |
| Order  | has the meaning ascribed to it in Clause 2.2   |
| Order Request                                | has the meaning ascribed to it in Clause 2.1   |
| Parties                                      | means LeasePlan and Client together  |
| Party  | means each of LeasePlan or Client, as the case may be  |
| Purchase Agreement                           | has the meaning ascribed to it in Clause 2.3   |
| Purchasing Conditions Electric Charge Points | means these purchase conditions for the purchase of Electric Charge Points   |
| Services                                     | means the Vehicle leasing and/or fleet management and any additional services, including with respect to Electric Charge Points, provided to Client by LeasePlan under any agreement   |
| Structured Finance Transaction               | means any transaction with a third party for purposes of raising finance   |
| Vehicle                                      | means the vehicle that is provided by LeasePlan to Client pursuant to an (individual lease) agreement between Parties  |

# Exhibit 1 to schedule 1: Charge Card Conditions

## 1 Definitions and applicability

- 1.1 The definitions in Appendix 1 "Definitions" to the Purchasing Conditions Electric Charge Points will also apply to these Charge Card Conditions. In addition, the following definitions apply to these Charge Card Conditions:

**Charging Station:** a charging station that can be used with the Charge Cards or the App, as further specified in the App.

**Charge Card:** the card that can be used to activate the Charging Stations.

**App:** the app for IOS or Android that will be used to connect to the Charging Stations.

- 1.2 These Charge Card Conditions will apply to the use of a Charge Card to be made available by LeasePlan to the Client. These Charge Card Conditions will form an integral part of such agreement or agreements.

## 2 Use of Charge Card

- 2.1 A Charge Card will be the property of LeasePlan. The Charge Card to be provided by LeasePlan may be used by the Client to charge the relevant Vehicle at Charging Stations.
- 2.2 The Charge Card shall always be used in accordance with the instructions issued by LeasePlan and the Charge Card remains the property of LeasePlan.

## 3 Fees

- 3.1 A fee for the use of the Charge Card and the associated handling, administration and reporting by LeasePlan may be included in the Lease Instalment.
- 3.2 All payments made using the Charge Card will be fully payable by Client. Any costs related to the use of the Charge Card shall be added to the monthly invoices.
- 3.3 The costs for using any Charging Station shall be indicated in the App (including VAT) and/or on the Charging Station itself before the start of the charging process.
- 3.4 After termination of the use right of the Charge Card, Client may no longer use the Charge Card and the Client will be under the obligation immediately to render the Charge Card unusable, or cause third parties to do so.
- 3.5 LeasePlan will charge the Client for any electricity costs reimbursed to any of its Drivers for the electricity used by such Drivers via their home chargers. LeasePlan's administration shall be considered conclusive evidence of such payments and the Client cannot dispute such payments.

## 4 Abuse, loss and liability

- 4.1 Client will be liable for payments made using the Charge Card by unauthorized persons and for all damage suffered by LeasePlan or a third party as a result of unlawful use, misuse, abuse, loss or theft of the Charge Card. Client will indemnify LeasePlan against any third-party claims in that respect.

- 4.2 Client will not be liable if it has been objectively established that the relevant Charge Card has been subjected to 'skimming'.
- 4.3 In the event of unlawful use, misuse, abuse, loss, theft or suspected skimming of the Charge Card, Client will immediately notify LeasePlan thereof.
- 4.4 The electric Vehicle that is charged via a Charging Station as well as the required tools such as the cable must satisfy all the valid legal provisions at all times. LeasePlan shall not be liable if the electric Vehicle cannot be charged or cannot be safely charged due to a defect in the electric Vehicle and/or the used tools.
- 4.5 In no event will LeasePlan be liable for the consequences of a possible rejection of the Charge Card by or the occasional malfunctioning of a Charge Card.