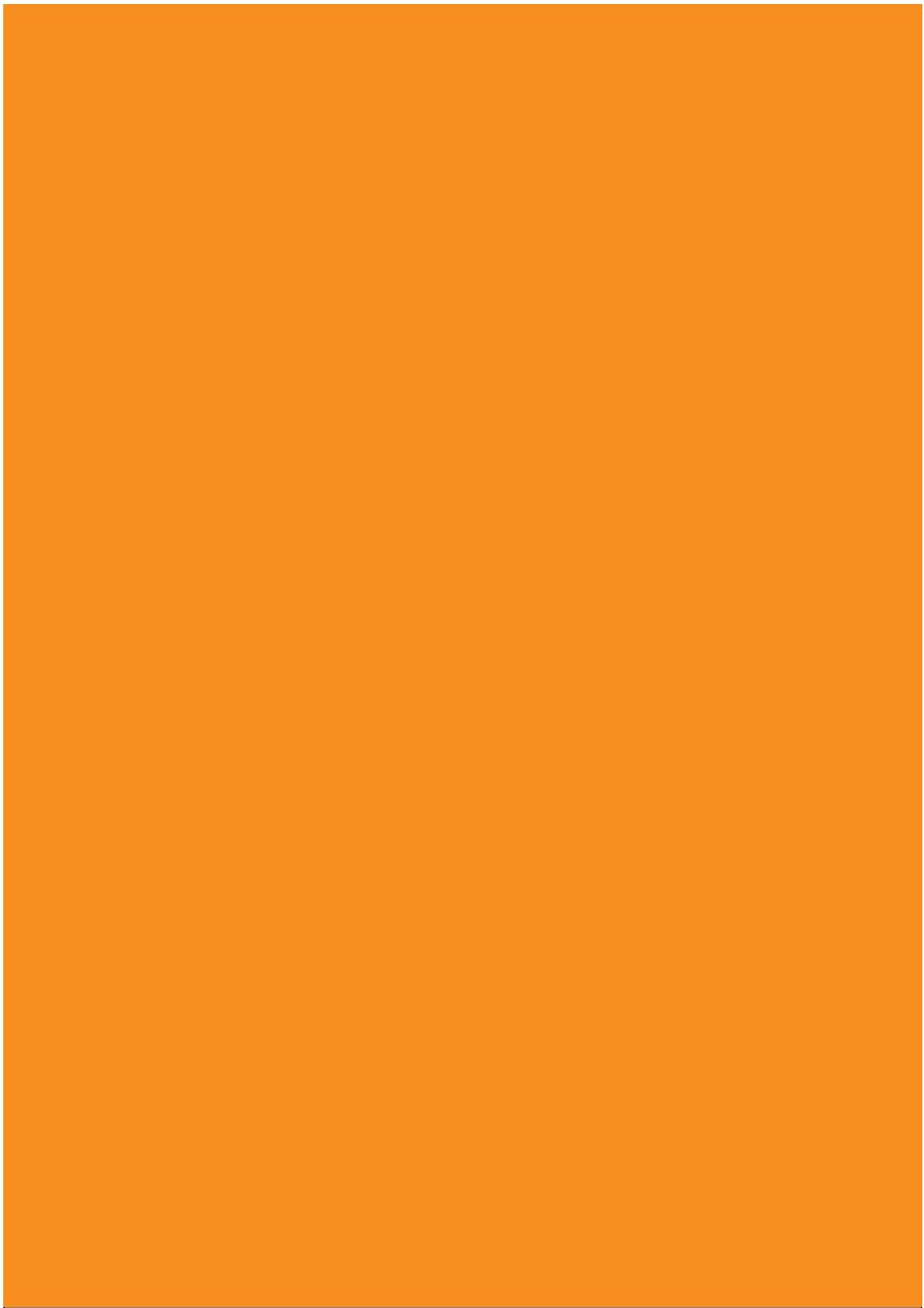


# Terms and Conditions of Sale



allego 



# Terms and Conditions of Sale

For Charging Stations and the related services rendered by Allego  
Sweden AB.

Terms and Conditions of  
Allego Sweden AB  
©2021 – November 2021  
version

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## 1. Definitions

These Terms and Conditions of Sale apply to the sale of the Charging Stations offered by Allego and the associated Charging Station Services. A number of terms in these Terms and Conditions of Sale are capitalised. Those terms have the meanings assigned to them in this Article:

- 1.1. **Allego:** The provider of the Charging Station and associated Charging Station Services, namely Allego Sweden AB, reg. no. 559164-7069, having its registered office in Stockholm, Sweden.
- 1.2. **Connectivity Services:** The care taken by Allego to ensure that the Charging Stations are included in the back office of Allego, allowing Allego to make reports available on Charging Sessions, and through which Service Providers can be charged for Charging Sessions.
- 1.3. **Electric Vehicle:** A road vehicle powered entirely by an electric motor and/or a hybrid vehicle partly powered by an electric motor, which vehicle may or may not make use of electricity that is stored in a battery rechargeable by use of a Charging Socket.
- 1.4. **End-user:** a natural person or legal entity who/that uses the Charging Stations and the associated Charging Station Services.
- 1.5. **Installation Instructions:** instructions of the manufacturer of the Charging Stations (not being Allego) that are required to install the Charging Stations.
- 1.6. **Customer:** The natural person or legal entity who/that negotiates with Allego about the conclusion of an Agreement and/or enters into an Agreement to purchase one or more Charging Stations and associated Charging Station Services. A Customer may also be an End-user if it (also) makes use itself of the Charging Stations and the associated Charging Station Services.
- 1.7. **Charging Station:** A facility at a given Location that can be used to charge the battery of an Electric Vehicle. A Charging Station can have one or more Charging Sockets.
- 1.8. **Charging Station Services:** The services to be provided by Allego during the term of the Agreement, such as installation of the Charging Station, repair and maintenance services including a helpdesk, and Connectivity Services for Charging Sessions. The Agreement specifies which Charging Station Services apply. The Services to be rendered by Allego expressly exclude the supply of power and responsibility for such supply.
- 1.9. **Charging Session:** a session lasting one (1) minute or more (or consumption of 0.1 kWh or more) during which an Electric Vehicle is charged.
- 1.10. **Charging Socket:** a feature (i.e. a power outlet) on the Charging Station that the End-user can use to provide electricity to the Electric Vehicle.
- 1.11. **Delivery:** The delivery of the Charging Stations to the Location specified by Customer.
- 1.12. **Location:** A location made available, or to be made available, by the Customer at which the Charging Stations will be installed.
- 1.13. **Offer:** the Offer issued by Allego regarding one or more Charging Stations and the associated Charging Station Services.
- 1.14. **Official Completion/Acceptance:** the moment of the installation of the Charging Stations after Delivery.
- 1.15. **Agreement:** the agreement concluded between Allego and the Customer regarding the Charging Stations and the related Charging Station Services, whether or not this is embodied in a contract or a signed order form or Offer [*Offer*], of which Agreement these Terms and Conditions of Sale constitute an integral part.
- 1.16. **Party (Parties):** Allego and/or the Customer.
- 1.17. **Service Provider:** The natural person or legal entity who/that makes a charging pass or subscription available to the End-user, on the basis of which the End-user is able to charge his/her/its Electric Vehicle at a Charging Socket.
- 1.18. **Terms and Conditions of Sale:** The present Terms and Conditions of Sale, which

apply to the sale of Charging Stations and the associated Charging Station Services.

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## 2. Applicability of Terms

- 2.1. These Terms and Conditions of Sale shall apply to all orders, Quotations, and Agreements for the Delivery of Charging Stations and the associated Charging Station Services, and to all requests and offers for such to be done, and to all other legal transactions between Customer and Allego, unless deviated from in writing.
  - 2.2. By signing the order form or the Offer or an Agreement, or by in any way making use of the Charging Stations and the associated Charging Station Services, the Customer agrees to be bound by these Terms and Conditions of Sale. Deviations from and supplements to these Terms and Conditions of Sale shall only be valid if expressly agreed between Allego and Customer in writing. In the event of any conflict, the Agreement shall prevail over these Terms and Conditions of Sale.
  - 2.3. Unless explicitly agreed otherwise in writing, the applicability of any conditions (including conditions of purchase) of the Customer is expressly rejected.
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## 3. Conclusion of Agreement

- 3.1. Offers, price quotations, and other statements by Allego and its representatives and/or employees shall not bind Allego and shall apply only as an invitation to place an order.
- 3.2. Unless Parties have agreed some other method of conclusion, an Agreement with Allego shall be concluded at the point when Allego has signed the assignment, Offer, or Agreement, which is signed by the Customer, together with all required information.
- 3.3. An electronic signature (a scanned signature) shall have the same evidential value as a written signature.

## 4. Ownership

- 4.1. All Charging Stations shall be delivered subject to retention of title [*återtagandeförbehåll*]. Ownership of a Charging Station delivered by Allego shall only be transferred to Customer at the point when all claims of Allego have been complied with in full by Customer.
  - 4.2. Parties have agreed that during the period when ownership of the Charging Station has not yet been transferred, Customer shall refrain from conduct whereby Allego's ownership right may be contested. Customer shall make efforts to safeguard Allego's ownership right in situations where such is necessary.
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## 5. Prices and Payment

- 5.1. The prices quoted by Allego for the sale of Charging Stations and the associated Charging Station Services are exclusive of value added tax [*mervärdesskatt*] and other taxes/duties/costs, wherever these may be imposed. The prices shall be indexed annually on 1 April, based on the services price index [*Producentprisindex för tjänster*] published by the Central Statistical Agency of Sweden [*Statistiska Centralbyrån*].
- 5.2. Allego reserves the right to alter its charges from three (3) months after the conclusion of the Agreement if the Charging Stations and the associated Charging Station Services have not yet been delivered in the event of circumstances that increase the price, including (but not limited to) cost prices, the costs of materials, wage costs, social security contributions and taxes, and exchange rate changes. Allego shall also be entitled to increase its prices and thus to amend the Agreement if it becomes apparent the Customer has provided incorrect information that was relevant to determining the price and Allego did not know about, and could not be expected to have discovered, that incorrectness.
- 5.3. Unless otherwise agreed in writing, payment of the agreed total sum total for the sale of the Charging Stations and the associated Charging Station Services shall be effectuated as follows:
  - 30% immediately upon the Agreement being concluded;

- 40% upon Delivery of the Charging Stations;
  - 30% upon the Official Completion/Acceptance of the Charging Stations by Allego or Customer.
- 5.4. Unless otherwise agreed in writing, Allego shall issue invoices electronically or in writing immediately after Delivery.
  - 5.5. Invoice payments that constitute a valid discharge shall only be made to Allego or to a third party engaged by or on behalf of Allego for invoicing.
  - 5.6. Payment to Allego shall be made within thirty (30) days from the date of the invoice. The point of payment shall be the point when payment has been received by or on behalf of Allego.
  - 5.7. If the Customer has not paid the invoice within the payment period in the manner indicated on the notice concerned, it shall be deemed to be in default, without any further notice of default being necessary. From the point when the Customer is in default until the date of full payment, the Customer shall owe interest at the statutory rate as defined in the Swedish (1975:635) Interest Act [*Räntelagen*].
  - 5.8. All extrajudicial costs for recovery of the sums owed by the Customer to Allego, including lawyers' fees, shall be borne by the Customer. The costs referred to in the present subsection shall be at least fifteen percent (15%) of the outstanding amount, with a minimum of EUR 250, without proof thereof needing to be provided by Allego. If the actual costs are higher, Allego shall be entitled to claim the actual costs. The costs shall be due from the point when Allego calls on the Customer, in writing, to comply with its obligations.
  - 5.9. The Customer shall be required, at the first request by or on behalf of Allego, to deposit an advance payment or to otherwise furnish sufficient security in connection with its payment obligations and other obligations arising pursuant to the Agreement. Allego shall be entitled to suspend its performance of its obligations pending the furnishing of said security. Allego shall not be required to pay the Customer any interest or other costs in respect of the amount of said security.
  - 5.10. Payments by Customer to Allego shall in all cases be deemed to first serve to reduce the costs, then to reduce interest due, and finally to reduce the outstanding invoices relating to the Charging Stations and the associated Charging Station Services and the accrued interest.
  - 5.11. The Customer shall not be entitled to make any deduction on the invoiced amount, nor to set off the invoiced amount against any counterclaim against Allego.
  - 5.12. The Customer shall not be entitled to suspend any payment obligation it has to Allego.
  - 5.13. All obligations of the Customer shall be immediately due and payable if the Customer fails to comply with its payment obligations on time.

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## 6. Other Customer Obligations

- 6.1. Customer shall be required, to the extent reasonably necessary, to cooperate with Allego in the application and implementation of the provisions of the Agreement and/or the present Terms and Conditions of Sale and the monitoring of compliance therewith, in particular by allowing access by persons who hold an identity document or authorisation issued by Allego to the Location where the Charging Station has been installed and/or the area where the electrotechnical installation has been installed to which the Charging Station is connected, with said access being from 8 a.m. to 8 p.m., with the exception of Sundays and public holidays, and also, in the event of urgent reasons, on other days and outside said hours.
- 6.2. The Customer is responsible for concluding a connection and transport agreement with the grid manager and an agreement with a supplier regarding the supply of electricity to the Location.

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## 7. Repair and Maintenance Services and Helpdesk

- 7.1. Allego shall provide repair and maintenance services during the period agreed on in the Agreement and shall make a helpdesk available.
- 7.2. Allego shall monitor and maintain the Charging Stations remotely from its back office

- system, and where necessary install new software on them.
- 7.3. Provided that the Customer has reported the malfunction to Allego immediately, Allego shall attempt to correct any malfunction as quickly as reasonably possible, endeavouring to rectify the problem the same day, but at least within two (2) working days.
  - 7.4. Allego can be reached regarding orders and/or installations during office hours at the following telephone number: + 46 (0) 706407744.
  - 7.5. In the event of a malfunction, the Customer can call the following Allego telephone number: + 31 (0) 800 374 5337.
  - 7.6. If some or all repair and/or maintenance is carried out by the Customer itself or by a third party engaged by the Customer, Allego will not be responsible for any maintenance error or any damage resulting from improper maintenance. If and in so far as Allego is called in to consult in such a case and the maintenance technician has carried out an investigation at the Customer's premises and/or has rectified the malfunction, the costs involved will be charged to the Customer (including installation, materials, repair costs, and call-out charges).

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## 8. Installation Services

- 8.1. If Customer purchases installation services, Allego will carry out the installation, with the Charging Station being delivered in "turn-key" state in accordance with the Installation Instructions, possibly by third parties being engaged.
- 8.2. Unless expressly agreed otherwise in writing, the installation services to be provided by Allego shall not include preparatory work to be carried out by the Customer at its own risk and expense. Said preparatory work shall include providing a power cable to an electrotechnical system that complies with the applicable requirements, legislation, and regulations.
- 8.3. The Customer shall ensure that the Location where the Charging Stations are installed shall comply with the Installation Instructions.
- 8.4. The Customer must ensure that its connection to the power grid supports sufficient capacity to provide for the energy needs of both the Charging Stations and the Customer. The Customer shall bear the costs of increasing the capacity of the connection. The Customer shall bear the risk and expense of the connection lacking sufficient capacity.
- 8.5. At the Customer's request, the Charging Station can be moved to a different Location. The costs for removal and reinstallation shall be charged to the Customer.
- 8.6. If some or all of the installation is carried out by the Customer itself or by a third party engaged by the Customer, Allego will not be responsible for any installation error or any damage resulting from incorrect installation or installation that is not in accordance with the Installation Instructions. If and in so far as Allego is called in to consult in such a case and has carried out a malfunction investigation at the Customer's premises and/or has rectified the malfunction, the costs involved will be charged to Customer (including installation, materials, repair costs, and call-out charges).
- 8.7. Allego shall strive to contact the Customer within 2 working days after the conclusion of this Agreement in order to arrange a date for installation.
- 8.8. The Customer warrants that any information provided by the Customer to Allego during inspection and installation is correct and accurate. The Offer that forms the basis for this Agreement is based entirely on the information provided by Customer. If it becomes apparent during installation that the information provided by the Customer is not correct, all additional costs for installation shall be immediately at the expense of the Customer. Allego shall state the amount of the additional costs and notify the Client of same. If the information regarding the use of the various fuses in the meter cabinet are incorrect, all resulting risks shall be at the expense of the Customer.
- 8.9. If the Customer phones to cancel an installation appointment less than forty-eight (48) hours beforehand or if no one is present at the time of the appointment, Allego shall be entitled to invoice the Customer for the call-out charges plus EUR 150.
- 8.10. Official Completion/Acceptance shall be carried out by Allego on the basis of a checklist for Official Completion/Acceptance. The Customer shall be permitted to be present when said check is carried out. Said check shall constitute the Official Completion/Acceptance of the Charging Station and the Customer shall then be



deemed to have accepted the Charging Station. Acceptance by the Customer shall mean that installation has been carried out in accordance with what has been agreed. Subsequent complaints regarding the already accepted installation shall therefore be excluded, except where a representative of the Customer has signed for acceptance, in which case the Customer shall have forty-eight (48) hours after acceptance to complain.

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## 9. Charging Sessions and Reporting

- 9.1 Section 9 shall apply if the Customer has purchased Connectivity Services for Charging Sessions from Allego. This service encompasses the facilitation of the settlement of Charging Sessions. Allego does not supply power itself and is not responsible for the supply of power.
- 9.2 The Customer determines the fee for a Charging Session at the Location. This fee covers both the use of the charging infrastructure and the electricity consumption during the Charging Session. This fee must conform with the market. The Customer may only change this fee once per calendar year. The new fee cannot be implemented until at least two full calendar months have passed after it is confirmed in writing by Allego.
- 9.3 Allego facilitates the settlement of Charging Sessions. This means that:
- 9.4 Allego, in combination with one or more energy suppliers, has made agreements in its back office with Service Providers regarding End-user access to the Charging Stations and settlement of Charging Sessions.
- 9.5 The End-user's Service Provider will be invoiced for the Charging Sessions at the Customer's Location at the fee amount described in Article 9.2 pursuant to the agreements referred to in paragraph a.
- 9.6 The Customer shall only receive payment for a Charging Session if the Service Provider has paid the amount owed for that session. Should it become apparent at any point that a Service Provider is not willing or able to pay for an invoiced Charging Session, Allego will consult with Customer so that appropriate measures can be taken.
- 9.7 Allego, in combination with one or more energy suppliers, is not obliged to take collection measures against the Service Provider, but it may decide to do so in consultation with the Customer.
- 9.8 The Customer will receive monthly statements of the result of the settlement for Charging Sessions as referred to in Article 9.3: one from Allego regarding the use of the infrastructure, and one from the relevant energy supplier(s) with regard to the electricity consumption. The Customer will receive periodic overviews of the use of the Charging Socket(s) at the Location.
- 9.9 The Customer hereby consents to Allego, in combination with one or more energy suppliers, to include the Customer's Charging Socket(s) at the Location in the agreements with Service Providers referred to in Article 9 a.
- 9.10 The Customer shall cooperate with Allego, in combination with one or more energy suppliers, in ensuring that these parties perform their obligations to the Service Providers.

## 10. Guarantee/Warranty

- 10.1. The Charging Stations are sold with a warranty for a period of two (2) years. The warranty for the hardware is "back to base" i.e. the customer have the right to send the hardware to back to the hardware manufacturer for correction.
- 10.2. Action under the warranty shall take place only if the defect or malfunction is reported without undue delay, with Customer or the End-user providing as much detail as possible about the defect or malfunction.
- 10.3. This warranty shall not apply if the defect is the result of improper, careless, or abnormal use, wear and tear, negligence, overloading, incorrect installation and/or incorrect assembly. The above actions preclude the warranty whether they are undertaken by Customer or by a third party engaged by Customer or any other party that the Customer can reasonably be deemed responsible for in relation to Allego, and whether they are intentional or accidental.
- 10.4. If a Charging Station (perhaps in combination with a standard and optional service) operates with the aid of the necessary communication infrastructure (whether or not public), such as (mobile) Internet connections, Allego cannot guarantee that it will

function uninterruptedly or without malfunctions, and Allego shall not be liable for loss/harm resulting from malfunctions in communication infrastructure. In so far as it is within the power of Customer or End-user to do so, they shall ensure that the peripheral devices that they use (such as mobile phones and computers) and connections are sufficiently secured, including against unauthorised use by third parties and against viruses.

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## 11. Liability

- 11.1. Allego shall not be liable to the Customer for loss/harm that is the result of incorrect or careless use, which shall include that relating to wear and tear, or of incorrect installation, and/or incorrect assembly of the Charging Station, and any other products supplied by Allego to perform the Agreement, by the Customer or by a third party engaged by the Customer.
- 11.2. Customer indemnifies Allego against any third-party claims relating to actions or circumstances for which the Customer bears the risk and expense.
- 11.3. Allego shall not be liable for indirect damage, consequential damage, loss of profits, savings not realised, reduction in good will, loss/harm due to an interruption in business operations, loss/harm ensuing from claims by Customer's own customers, loss/harm caused by the electricity being turned off so as to allow safe installation, impairment or loss of data, loss/harm relating to the engagement of suppliers prescribed to Allego by Customer, items, materials or software belonging to third parties, except if and in so far as such damage is the result of a deliberate act or omission [*uppsåt*] or gross negligence [*grov vårdslöshet*] on the part of Allego or of third parties engaged by Allego.
- 11.4. In all cases in which Allego is liable to pay damages, such damages shall in no case be higher than either – at Allego's discretion – 100% of the invoiced value of the Charging Stations and the associated Charging Station Services delivered pursuant to the Agreement, whereby or in connection with which the loss/harm was caused (but with a maximum of EUR 250,000 per occurrence and in the case of multiple occurrences within a single calendar year with a total maximum of EUR 500,000), or, if the loss/harm is covered by Allego's insurance, the amount actually paid out by the insurer, except if and in so far as there is a deliberate act or omission or gross negligence on the part of Allego or third parties engaged by Allego.
- 11.5. Allego shall not be liable for any harm or loss resulting from a defect in the Electric Vehicle and/or devices that do not form part of the Charging Station, including (but not limited to) the charging cable and the connection.
- 11.6. Allego shall not be liable for any loss or harm resulting from a death or injury unless the event involved an intentional act or omission or gross negligence on the part of Allego or third parties engaged by Allego.
- 11.7. The Customer shall be liable to Allego for damage to a Charging Station that is caused by the Customer or by persons for whom it is reasonably considered responsible.
- 11.8. Customer shall immediately notify Allego of damage, of any kind, caused to the Charging Station.

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## 12. Force Majeure

- 12.1. Should Allego be prevented by *force majeure* from complying with its obligations to the Customer, or from doing so on time, the Delivery period shall be extended for the period during which Allego is prevented by said *force majeure*, either directly or indirectly, from complying with its obligations.
- 12.2. If Allego has already partially complied with its obligations at such time as an event of *force majeure* occurs, or if it is only able to comply with its obligations partially, Allego shall be entitled to submit a separate invoice for what it has already performed or for that part which it can perform; with the Customer being obliged to settle said invoice.
- 12.3. Force majeure affecting Allego shall in any case be taken to mean any circumstance independent of the will of Allego – even if such was already foreseeable at the point when the Agreement was concluded – that prevents compliance, either permanently or temporarily, with the Agreement.

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### 13. Suspension, Dissolution, and Cancellation

- 13.1 If the Customer fails to perform any obligation it has to Allego, or if Allego reasonably expects that the Customer will fail to perform an obligation it has to Allego, Allego shall be entitled to suspend fulfilment (or further fulfilment) of its obligations pursuant to the Agreement by giving written notice, or to dissolve the Agreement, wholly or partly, with immediate effect by giving written notice, without Allego being liable for any damages, with all of this being without prejudice to Allego's other rights.
- 13.2. Either Party shall be entitled to dissolve this Agreement, without judicial intervention, by so notifying the other Party in writing, in the following cases:
- if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.
  - if the other Party fails to comply with its obligations, unless, given its special nature or minor significance, such failure to comply does not justify such dissolution and the consequences such dissolution will have,
- without prejudice to the right of the aggrieved Party to receive damages.
- 13.3. *Allego* shall be entitled to cancel this Agreement at six (6) months' notice without giving any reason. In the case of cancellation by Allego for compelling reasons [*saklig grund*], no notice period shall apply. The following situations shall in any case be deemed to constitute compelling reasons: a situation of *force majeure* lasting longer than six (6) months and an amendment to the applicable legislation and regulations such that Allego is no longer able or permitted to perform the Agreement (on the basis of the same conditions). Customer shall not be entitled to cancel the Agreement prematurely.

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### 14. Engaging Third Parties and Assigning Rights and Obligations

- 14.1. Allego is entitled to engage third parties in performing the Agreement.
- 14.2. Allego shall therefore be entitled to assign all or part of the rights and obligations under the Agreement to a third party. If and to the extent necessary, the Customer hereby consents in advance to Allego's assignment of the Customer's legal relationship with Allego to a third party.

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### 15. Privacy

- 15.1. In carrying out its business operations, Allego processes certain data regarding the Customer or End-user, including personal data. Personal data means data that makes it possible to identify a particular person, for example his/her name and address.
- 15.2. In processing personal data, Allego shall adhere to the applicable laws and regulations, including the General Data Protection Regulation [*GDPR*] and applicable Swedish laws.
- 15.3. By accepting these Terms and Conditions of Sale, the Customer hereby grants its consent to Allego processing these data (including personal data) if and to the extent such processing is legally required.

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### 16. Other Provisions

- 16.1. Should one or more provisions of these Terms and Conditions of Sale be invalid or null and void (or partly so) or be nullified, the remaining provisions shall remain in full force, and the Parties shall consult in order to put in place a replacement provision such that the intention and purport of the provision(s) that is/are to be replaced are preserved as far as possible.
- 16.2. Unless expressly provided otherwise, none of the delivery times or dates indicated by Allego shall count as strict deadlines.

- 16.3. It shall only be the Parties thereto that may derive rights from this Agreement. Third parties shall therefore not derive any rights from this Agreement, in any manner whatsoever.
  - 16.4. This Agreement may only be deviated from if Parties have reached written agreement on the content of the deviation and its consequences.
  - 16.5. The Customer shall be informed of any amendment to the Terms and Conditions of Sale. A new version of the Terms and Conditions of Sale will enter into effect as soon as it has been provided to the Customer. The Customer agrees to be sent new versions of the Terms and Conditions of Sale electronically.
  - 16.6. The headings above the various sections of the Terms and Conditions of Sale shall have no independent significance, nor shall they have any influence on the interpretation of the provisions of these Terms and Conditions of Sale.
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## **17. Applicable Law and Competent Court**

- 17.1. The Quotation, order, Agreement, Terms and Conditions of Sale, and the resulting legal relationship shall be governed solely by Swedish law excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.
- 17.2. Applicability of the "United Nations Convention on Contracts for the International Sale of Goods" ("Vienna Sales Convention") shall be excluded.
- 17.3. All disputes concerning the conclusion or application of this Agreement, and all other disputes arising out of this Agreement, shall be finally settled by Swedish general court, whereby the district court of Stockholm shall be the first instance.



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