

GENERAL PURCHASE TERMS AND CONDITIONS

These General Purchase Terms and Conditions (“Terms”) apply to each purchase order (“Order”) between EVBox North America Inc., a New York corporation, with a place of business at 1930 Innovation Way, Suite 200, Libertyville, IL 60048 (“EVBox”) and the company identified as the seller on the Order which expressly references these Terms or to which these

Terms are attached (“Seller”). As used in these Terms, EVBox or Seller is a “Party” and EVBox and Seller are the “Parties.”

EVBox engages Seller to supply the goods described in the Order (“Goods”) and services performed in connection with or as described in the Order (“Services”). If EVBox and Seller have a signed framework agreement in effect that governs the purchase of Goods or Services in the Order, that agreement and not these Terms govern that Order.

1. ORDERING PROCESS

- 1.1. Orders. Each Order consists of the purchase order, these Terms, the Specifications (defined below), and any documents and schedules, statements of work, drawings, and other documents sent by EVBox to Seller to initiate the order, including change notices, supplements, amendments or modifications. “Specifications” means all requirements, performance standards, and acceptance criteria with which the Goods and Services must comply, including drawings, instructions and standards, descriptions and specifications contained in Seller’s literature or proposal, or descriptions furnished or specified by EVBox.
- 1.2. Order Process. Seller shall respond to the Order within 10 business days with notice of its acceptance or rejection, or identification of requested changes. If Seller notifies EVBox of requested changes, EVBox will issue a revised Order with the updated terms if it accepts the changes. Any other terms are hereby expressly rejected unless incorporated into the Order. Seller will be deemed to accept the Order by: (i) beginning performance under the Order; (ii) notifying EVBox in writing that Seller is accepting the Order; or (iii) failing to notify EVBox within 10 business days of receipt that Seller rejects the Order. Upon acceptance, the Order, these Terms, and any other documents incorporated into the Order form a binding Order. Seller shall comply with all Specifications, for the Goods and Services, including any goods and services that are provided in conjunction with the Order, supplies, software, drawings, data, manuals, other specified documentation, or items that are required to be delivered to EVBox pursuant to, or in connection with, an Order.
- 1.3. Changes. EVBox may, by written notice to Seller, make changes to an Order at any time prior to Seller’s shipment of the Goods or performance of the Services. Seller may not change the Goods or Services that are subject of an Order unless EVBox approves in advance in its discretion. Seller shall provide EVBox with no less than 120 days’ notice of planned end-of-life for any Goods purchased by EVBox.

2. GOODS AND SERVICES

- 2.1. Delivery. Unless otherwise provided in the Order, Seller shall deliver the Goods DDP (Incoterms 2020) to the delivery location in the Order in the quantity and no later than the delivery date specified in the Order (“Delivery Date”). If the Order includes expedited or other additional delivery fees, these fees will only be considered payable upon Seller’s satisfactory performance in meeting EVBox’s specified delivery dates, unless otherwise agreed to by both parties. Title to Goods transfers upon delivery. Time is of the essence in Seller’s delivery and failure to deliver the Goods and Services that conform to the Order by the Delivery Date is a breach of these Terms.
- 2.2. Shipping Goods. Seller shall pack and ship the Goods as specified in the Order or, if none are specified, in accordance with industry standards. Unless otherwise provided in an Order, Seller shall (i) provide all relevant information and documents, including freight measurement and declarations and (ii) be responsible for all shipping, freight and insurance charges.
- 2.3. Delays. Seller shall immediately notify EVBox in writing if there is an actual delay or threat to delay the timely performance of the Order. Seller shall include in such notice the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay. If Seller is unable to deliver Goods or Services by the Delivery Date, EVBox may, without liability: (i) reduce or cancel its requirements for any part of the quantity of the Goods or Services that cannot be delivered by the Delivery Date; (ii) reallocate to another Order, or reschedule, any portion of the Goods or Services that cannot be delivered by the Delivery Date; or (iii) reimburse EVBox for additional costs incurred to purchase replacement Goods or Services from another supplier.

- 2.4. **Quality.** Seller shall deliver Goods and Services that meet the Specifications and comply with any quality requirements identified in the Order. Seller shall only tender Goods to EVBox that have passed inspection in accordance with the applicable inspection requirements in the Specifications and that otherwise conform to all requirements of an Order. EVBox may reject any Goods and Services that do not conform to the Order and shall have no obligation to pay for such non-conforming Goods and Services. Seller shall assume title and risk of loss of all non-conforming Goods and shall promptly reimburse EVBox for all costs incurred by EVBox as a result of the inspection and rejection of non-conforming Goods. EVBox shall not be liable for any profit Seller would have made on any non-conforming Goods nor for incidental damages.
- 2.5. **Spare Parts; End of Life.** Seller and EVBox shall agree upon the initial safety stock arrangements for each of the Goods (including spare parts), including the schedule and plans for the creation of the initial safety stock. Seller shall provide EVBox with the manufacturer's recommended spare parts list for the Goods, which list shall include part numbers, recommended quantities, price, and estimated lead times to deliver. Seller agrees to use all commercially reasonable efforts to obtain from the manufacturers of components of the Goods an assignable guaranty to EVBox and its assignees that such manufacturers will have available for purchase by EVBox (or its permitted assignees) for a period of 10 years after Delivery Date all spare parts required for the Goods that are necessary to keep the Goods in good operating condition. Seller shall provide EVBox with at least one year written advance notice of end-of-life of any Goods or spare parts.

3. PAYMENT

- 3.1. **Invoice and Payment.** Unless otherwise provided in the Order: (i) Seller may not increase the price or add additional charges in an Order for any reason; (ii) Seller will issue to EVBox an invoice for the price in the Order after delivery of all the Goods and performance of all the Services described in the Order; and (iii) EVBox will pay Seller for the price in the Order net 60 days from the date of receipt of accurate invoice. Seller will comply with EVBox's policies regarding invoices. EVBox may set off sums that EVBox determines in good faith are payable to it by Seller. All prices are inclusive of storage, handling, packaging, labeling, shipping, and other expenses unless the Order provides otherwise. EVBox shall not be responsible for and Seller shall not submit charges on invoices received more than 120 days after the shipment of Goods or performance of Services in the Order, unless otherwise indicated in a written agreement signed by both parties.
- 3.2. **Taxes.** Unless otherwise stated in the Order, the price is exclusive of all applicable federal, state, provincial, and local taxes including sales, value added, or similar taxes or charges. If Seller is required by law to pay or collect from EVBox any taxes or charges, Seller will separately invoice EVBox for such taxes or charges.

4. WARRANTY

- 4.1. **Services Warranty.** Seller represents and warrants it will perform all Services in accordance with the Order, in compliance with all applicable laws; efficiently, in a cost-effective manner subject to the requirements of the Order; and using qualified personnel with suitable training, education, experience and skill to perform the Services in accordance with timing and other requirements of the Order.
- 4.2. **Product Warranty.** Seller warrants that all Goods delivered under the Order shall meet the following warranties from the date of delivery for the Warranty Period (as defined in this Section 4.2) following delivery: (i) new at the time of receipt; (ii) free from defects in design, material, and workmanship; (iii) conform in all respects to applicable Specifications; (iv) merchantable and fit for the purpose intended and operate as intended; (v) free from liens or encumbrances on title; (vi) non-infringing on any patents, copyrights, mask works, industrial property rights, trademarks, trade secrets and other rights and confidential information of a similar nature and of all kinds and other similar proprietary rights which may subsist in any part of the world, whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations ("Intellectual Property Rights") of any third party; (vii) free of all malware, viruses, and all other malicious code, disabling code, or code that causes the Goods to perform in an unexpected manner; and (viii) not cause EVBox to become subject to a license obligation or other restriction of any third party (unless specifically identified in the Specification or Order). "Warranty Period" means one year from Delivery Date unless otherwise provided in the Order.
- 4.3. **No Use of Counterfeit Parts.** Seller represents and warrants that none of the supplies or materials used or incorporated into any Goods are suspect or counterfeit parts. Suspect or counterfeit parts are (i) parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a

- different class or quality or from a different source than is the case, and/or (ii) refurbished parts, complete with false labeling, that are represented as new parts (“Counterfeit Parts”). Seller shall be liable for all costs incurred by EVBox to remove and replace Counterfeit Parts. Seller certifies that all Goods delivered under the Order are genuine products authorized by the Seller and/or manufacturer and are entitled to the full manufacturer’s warranty and service, including any related software.
- 4.4. Compliance with Law. Seller shall comply with all applicable laws and regulations, including but not limited to those pertaining or related to the manufacture or provisioning, shipping, and configuration or content of Goods intended by EVBox. Seller shall notify EVBox in writing immediately if Seller is suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government. Seller shall comply with export control and sanctions laws, regulations, and orders applicable at the time of the export, re-export, transfer, disclosure or provision of Goods or related software or technology including, without limitation, the (i) Export Administration Regulations, (ii) International Traffic in Arms Regulations, and (iii) Foreign Assets Control Regulations and associated Executive Orders. If Seller is in the business of manufacturing, exporting or brokering USML items, Seller represents that it maintains registration with the Directorate of Defense Trade Controls as required by applicable laws. Seller shall comply with the Code of Conduct for EVBox Supply Chain published by EVBox on its public website at <https://evbox.com/en/supplier-resource-center>.
- 4.5. Sustainability. Seller represents and warrants that the Goods and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with, any laws or regulations of the U.S., including but not limited to the California Transparency Act, and that nothing prevents the sale or transport of the Goods or substances in Goods in the U.S. and that all such Goods and substances are appropriately labelled, if labelling is required. Seller will use its best efforts to comply with EVBox’s sustainability objectives shown on EVBox’s website.
- 4.6. Remedy. EVBox shall notify Seller of any suspected breach of warranty (“Notice”). Upon receipt of Notice, Seller shall at EVBox’s discretion replace such defective Goods at no cost to EVBox within ten business days. In addition to any rights or remedies EVBox may have under the Order or at law, Seller shall reimburse EVBox for all actual direct costs incurred by EVBox as a result of such breach of warranty. Any replacement Goods are warranted to the end of the warranty period for the original Goods.
- 4.7. Serial and Safety Defects. Each Party shall notify the other Party if it has a reasonable belief that (a) 10% or more of the Goods delivered to EVBox during the Warranty Period have defects that are similar or arise from the same cause (“Serial Defects”) or (b) that the delivery or operation of the Goods may result in (i) hazardous or unsafe conditions for anyone using, installing, maintaining, or handling the Goods, (ii) more than de minimis damage to other goods or property; or (c) any violation of applicable law or UL standards (“Safety Defects”). Seller shall perform a root cause analysis and notify EVBox of at least the initial status of its findings within 30 days of such notice or within such longer period as is agreed to by EVBox. In the event of a Safety Defect, Seller shall temporarily repair or replace all affected Goods within 30 days of the notice and permanently repair or replace all affected Goods within 90 days of the notice. If there is a Serial Defect, then Seller shall promptly (but no later than 90 days after Seller has provided the preliminary root cause analysis) notify EVBox of Seller’s proposed plan for the identification of, and its proposal for the preemptive repair or replacement of the affected Goods. EVBox may cancel any Orders potentially affected by a Serial Defect or Safety Defect, without any charge or liability to EVBox, and Seller shall promptly refund (in no case later than 30 days) any amounts paid by EVBox to Seller under any such Orders. If there is a Serial Defect or Safety Defect, then in addition to any other remedy available to EVBox under these Terms, Seller shall be responsible for paying all direct costs of repair or replacement of any defective Goods within 60 days of invoice from EVBox, including de-installation labor costs for the defective Goods, transportation and handling charges for defective Goods and replacement Goods, and installation labor costs for replacement and/or repair Goods.
- 4.8. Recalls. If Seller, Seller’s affiliates, the manufacturer of the Goods or their components, and/or any governmental authority issues a voluntary or mandatory recall notice that is generally applicable to the Good or a part or component within the Good, Seller shall: (a) promptly provide, within 7 days of such recall, written notice to EVBox; (b) to the extent a recall notice applies to a component, cause such recall notice to apply to the Goods; (c) at its sole cost and expense, redesign, repair or replace as necessary the affected Good and/or the relevant component or components on all affected Goods. Seller shall complete such redesign, repair or replacement within 60 days of the recall notice, unless a longer period of time is agreed to by EVBox; and (d) certify in writing to EVBox after any redesign, repair or replacement has been completed that such affected Good complies with the Good Specifications, any applicable safety standards and requirements, and any directives of the applicable recall notice. Time is of the essence for Seller’s obligations under this Section. If Seller fails to comply with its obligations in this Section, EVBox may engage a third party that is authorized by Seller to perform such work to do

so on Seller's behalf, deduct the cost associated with such obligations from any amount owed to Seller under this Agreement. Seller agrees to honor its warranty obligations for any Good that is redesigned, repaired or replaced by a third party in accordance with this Section.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 5.1. License to EVBox. Seller hereby grants to EVBox, any entity that EVBox directly or indirectly controls, is controlled by or under common control with ("Affiliate"), and their respective successors and assigns, and EVBox hereby accepts, a non-exclusive, irrevocable, royalty-free, fully paid up worldwide license, including the right to sublicense to others in connection with providing the Goods to EVBox, (i) under any Intellectual Property Rights relating to the Goods that are needed to repair, reconstruct, rebuild, use, sell and import the Goods and (ii) under any works of authorship fixed in any tangible medium of expression (including drawings, prints, manuals and Specifications) furnished by Seller in the course of Seller's activity under the Order, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions of the Order. Seller acknowledges and understands that the license granted in this Section will be effective from the first date of delivery of the Goods under the Order and extend for so long as EVBox produces, maintains or repairs any Goods. The license is intended to be a license to rights in "intellectual property" for purposes of Section 365(n) of the United States Bankruptcy Code and is supplementary to any other rights of EVBox under the Order and any other agreement with Seller.
- 5.2. Seller Personnel. Seller is responsible for having in place with all its personnel (either directly or indirectly through their respective employers) and subcontractors such agreements respecting Intellectual Property Rights as are necessary to comply with this Section.
- 5.3. Confidentiality. EVBox's form of mutual non-disclosure agreement as of the Order date or, if applicable, the signed non-disclosure agreement then in effect between the parties ("NDA") sets forth the parties' confidentiality obligations. The NDA is hereby incorporated by reference in these Terms, and the terms and conditions of the NDA will continue in force throughout the term of these Terms and each Order.

6. TERMINATION

- 6.1. Default. EVBox may cancel all or part of the Order, including any other Orders, if: (i) Seller fails to deliver the Goods or Services by the applicable Delivery Date; or (ii) Seller breaches any other provision of the Order or fails to make sufficient progress, so as to endanger performance of the Order; and, in either of these two circumstances under item (ii), does not cure the breach or failure within 10 days after receipt of notice from EVBox specifying the problem.
- 6.2. Consequences of Termination for Default. Seller shall fulfil any part of an Order that is not cancelled. If EVBox terminates for default, in addition to any other remedy specified in the Order (and without double counting), EVBox will receive a refund of all fees, expenses and costs paid by EVBox that are attributable to the breach or default.
- 6.3. Automatic Termination. The Order shall terminate automatically upon either Party's suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors.
- 6.4. Convenience. EVBox may terminate all or part of the Order for its convenience by giving written notice to Seller, and EVBox's only obligation to Seller shall be payment for Goods actually delivered prior to the termination date specified by EVBox. If EVBox terminates only a part of an Order, Seller shall continue all work not terminated.

7. INDEMNIFICATION

- 7.1. Indemnity. Seller shall defend, indemnify and hold harmless EVBox, its officers, directors, employees, Affiliates and agents (each an "Indemnified Person"), from, for, and against all claims, actions, demands, damages, liabilities, losses, costs or deficiencies of any nature (including, without limitation, the costs of investigation and reasonable attorneys' fees) (a "Claim") arising out of Seller's breach of any representation, warranty, or covenant pursuant to the Order or Seller's acts or omissions in connection with Seller's performance under the Order.
- 7.2. Procedure. Upon receipt by an Indemnified Person of a Claim, the Indemnified Person shall give written notice thereof to Seller, although failure to do so shall not affect the right to indemnification except to the extent of actual prejudice. Seller may not settle any Claim on behalf of the Indemnified Person without first obtaining the Indemnified Person's written authorization if such settlement includes a criminal penalty against the Indemnified Person, an injunctive order or other limitation on the Indemnified Person's conduct or business or a statement that the Indemnified Person was liable or otherwise responsible for the Claim. The Indemnified Person may employ its own counsel at its own expense and,

at Seller's reasonable request and expense, shall cooperate and assist Seller with respect to the negotiation, defense or settlement of any Claim. In the event of a settlement of a Claim, each Party agrees not to disclose the terms of the settlement without first obtaining the other Party's written consent. If any injunction or restraining order is issued, Seller will, at its expense, obtain for an Indemnified Person either the right to continue using and/or selling the Goods or replace or modify the Goods to make them non-infringing.

- 7.3. Infringement Claim. If any Goods becomes, or in Seller's reasonable opinion is likely to become, the subject of an infringement or misappropriation Claim for reasons other than an Intellectual Property Right of EVBox, Seller will promptly notify EVBox and, at Seller's expense and in addition to indemnifying Indemnified Persons: (i) promptly secure the right to continue manufacturing and selling the Goods; or (ii) if this cannot be accomplished, then replace or modify the Goods to make it non-infringing or without misappropriation; provided, however, that any such replacement or modification may not degrade the performance or quality of the Goods or disrupt EVBox's business operations. If Seller chooses to stop selling any such Goods and Seller is not otherwise prohibited by law from selling the Goods, Seller will be deemed to be in Default and EVBox may exercise its termination and other rights and remedies.
- 7.4. EVBox's Rights. Seller shall notify EVBox within 5 business days after learning of any actual or threatened Claims, suits, actions or legal proceedings that may in any way affect EVBox's interests under the Order.

8. LIABILITY

- 8.1. For any breach of the Order by Seller (such as a failure to deliver conforming and non-defective Goods or to comply with the shipping and delivery requirements of the Order), Seller shall be liable to EVBox for direct damages caused by Seller's breach, incidental damages incurred by EVBox as a result of such breach, other damages that were reasonably foreseeable at the time of the breach as a result of such breach, and costs and expenses incurred by EVBox in connection with the foregoing types of damages. This may include costs of containment, sorting, repair, replacement, cure, cover, or other costs and expenses incurred by EVBox.
- 8.2. Seller's liability to EVBox under the Order shall not exceed an amount equal to the highest amount paid or payable to Seller by EVBox pursuant to all Orders in the 12-month period preceding the claim; provided, however, the limitations of liability in this section will not apply with respect to damages to the extent caused by any of the following: (i) Seller's intentional torts, unlawful conduct, willful misconduct, gross negligence, or bad faith breach of an Order; and (ii) damages paid or payable by a Party to a third party for which the other Party is responsible under an Order (but not including claims against EVBox by EVBox's Affiliates or subcontractors or claims against Seller by Seller's Affiliates or subcontractors).
- 8.3. In connection with each Order, EVBox's total liability to Seller shall not exceed an amount equal to the total fees paid or payable under the Order, and EVBox will not be liable to Seller for any interest, penalties or consequential, incidental, indirect, multiple, exemplary, or punitive damages, or any loss of revenue, business, savings or goodwill, regardless of the form of action or the theory of recovery, even if it has been advised of the possibility of such damages.

9. INSURANCE

- 9.1. At all times throughout the term of the Order, Seller shall procure and maintain, at its sole cost and expense, and upon request furnish to EVBox a certificate evidencing the following insurance: (i) commercial general liability insurance with minimum coverage of at least \$3,000,000 combined single limit per occurrence for bodily injury and/or property damage, as well as contractual liability coverage and naming EVBox as an additional insured; (ii) employer's liability insurance with minimum coverage of at least \$1,000,000; (iii) automobile liability insurance on all owned, non-owned and/or hired vehicles with minimum coverage of at least \$1,000,000 combined single limit per occurrence for bodily injury and/or property damage, and physical damage insurance for the actual cash value of each such vehicle, and (iv) workers' compensation insurance as required by applicable law in all locales where Seller personnel perform in connection with the Order.

10. GOVERNING LAW; DISPUTE RESOLUTION

- 10.1. Governing Law. All matters arising from or relating to the Order and the relationship of the parties are governed by the laws of the State of New York, without regard to its conflicts of law rules. The U.N. Convention on Contracts for the International Sale of Goods will not apply.

10.2. Dispute Resolution. If a dispute arises under the Order and the parties are unable to resolve a dispute through good-faith negotiations, either Party may commence litigation in the state or federal courts located in Cook County, Illinois. The Parties irrevocably submit to the exclusive jurisdiction of those courts. Each Party irrevocably waives to the fullest extent permitted by applicable law: (a) any objection it may have to venue in any court referred to above; (b) any claim that any such action or proceeding has been brought in an inconvenient forum; and (c) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process. Notwithstanding the foregoing, the parties acknowledge that Seller's breach of an obligation under the Order will subject EVBox to irreparable and continuing injury for which remedies at law would be inadequate and, accordingly, EVBox shall be entitled to temporary, preliminary, or permanent injunctive relief, specific performance, or other equitable relief as appropriate. Seller hereby waives any bond requirements for obtaining equitable relief. Each Party will continue performing its obligations under the Order while a dispute is being resolved unless and until such obligations are terminated by the termination or expiration thereof.

11. GENERAL

- 11.1. Force Majeure. Neither Party will be liable to the other for any delays or failures in performance resulting from causes beyond its control and not due to its fault or negligence in reasonably anticipating and avoiding such delays or failures. Force majeure events will include without limitation, acts of God; fires; explosions; earthquakes; floods; epidemics; pandemics; quarantine restrictions; environmental issues; interruptions of essential services such as electricity, fuels, and water; adverse weather; acts of any governmental authority (in its sovereign and not contractual capacity) (including refusal, withdrawal or non-renewal of any governmental license, permit or approval necessary for the performance of the Order, other than due to a lack of due diligence, a wrongful or negligent act, or an omission by the Party claiming force majeure); embargoes; sanctions; strikes (other than a strike involving the employees of EVBox, Seller, or their respective third parties, including without limitation, subcontractors that are involved in activities relating to the performance of the Order); wars; riots; revolutions; terrorism; and hijacking. This Section will extend to the first-tier subcontractors of the Party delayed or unable to perform only if such delay or failure to perform is due to causes beyond the control of such subcontractor and of the delayed Party and the Good or Service provided by the subcontractor cannot be reasonably obtained from other sources. Notwithstanding the foregoing, in the event of a force majeure event, each Party agrees to make a good faith effort to perform its obligations hereunder, including exercising work-around plans or obtaining services from other sources. If the force majeure continues for more than ten calendar days, then EVBox may, without penalty, terminate all or part of the Order or modify payment, delivery or other terms upon written notice to Seller.
- 11.2. Publicity. Seller shall not make or authorize any press release, advertisement, or other disclosure that relates to an Order or the relationship between EVBox and Seller or make use of EVBox's name or logo, without EVBox's prior written consent.
- 11.3. Conflicts. If there are any inconsistencies or conflicts between the Order and these Terms, precedence will be given in the following order: (i) the provisions in the Order; (ii) the EVBox NDA; and (iii) these Purchase Terms and Conditions.
- 11.4. Notices. All notices and other communications under the Order will be given in writing and deemed to have been given (a) to either Party when hand delivered or by private overnight mail courier service, each with proof of delivery or (b) to EVBox by email to legal@evbox.com with delivery deemed the next business day.
- 11.5. Entire Agreement. The Order constitutes the entire understanding and agreement between the parties regarding its subject matter and supersedes all prior understandings, agreements, communications and representations, whether written or oral, regarding such subject matter.
- 11.6. Amendments. None of the terms or provisions of the Order shall be modified or waived, and the Order may not be amended or terminated, except by a written instrument signed by the Party against which any modification, waiver, amendment, or termination is to be enforced.
- 11.7. Severability. If any of the provisions of the Order are invalid under any applicable law or regulation, such provisions or portions thereof are deemed to be omitted without affecting the remaining terms and conditions hereof.
- 11.8. No Waiver. No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of that or any other right, power, or privilege.

- 11.9. No Third Party Beneficiaries. Unless otherwise expressly provided for herein, no provisions of the Order are intended or shall be construed to confer upon or give to any person or entity other than Seller or EVBox any rights, remedies or other benefits under or by reason of the Order.
- 11.10. Seller may not assign any of its rights or obligations under the Order without EVBox's prior written consent. EVBox may assign the Order to any successor or Affiliate without prior consent.
- 11.11. All obligations and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Order, including without limitation warranties, indemnifications, confidentiality, and intellectual property (including rights to and protection of proprietary information and intellectual property) shall survive the expiration or termination of the Order.