

EVBox Partner Sales Terms

1. SCOPE & APPLICABILITY

- 1.1. These EVBox Partner Sales Terms (“**Terms**”) apply to all requests for offers, quotes, purchase orders, and order confirmations with EVBox North America Inc., a New York corporation (“**we**”, “**our**”, “**us**”, “**EVBox**”), for the supply of Products and provision of Services. By placing an order for Products or Services or by signing our price quotation agreeing to purchase Products at the quoted price, you accept the applicability of the Terms. If you are entering this Agreement on behalf of a company or other legal entity, you represent and warrant that you have authority to bind such entity to this Agreement, in which case the terms “**you**” or “**your**” refer to such entity, as identified in the Order Confirmation or other part of the Agreement.
- 1.2. The [EVBox Privacy Policy](#) and [EVBox Terms of Use](#), as well as EVBox’s Limited Warranty and Care Plan, if expressly included in a written agreement for the purchase and sale of Products or Services, may also apply.

2. DEFINITIONS

- 2.1. In the Agreement, capitalized terms shall have the meaning given to them in this clause and as otherwise capitalized in the Agreement:
- 2.1.1. “**Affiliates**” means, with reference to a Party, an entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with that Party, where control means the direct or indirect ownership or control of more than fifty percent (50%) of all the voting shares or other rights eligible to vote for a governing authority of such entity. The term Affiliate expressly excludes any entity that is a direct competitor of the other Party.
- 2.1.2. “**Agreement**” has the meaning set forth in Clause 3.2 below.
- 2.1.3. “**Business Days**” and “**Business Hours**” means every day except Saturdays, Sundays, and official public holidays in the United States of America, from 9 a.m. to 5:00 p.m. Central Standard Time.
- 2.1.4. “**Documentation**” means the documentation we provide to you under the Agreement. Documentation is limited to:
- “**Product Documentation**”, which means the description and specification of the Products supplied by EVBox to you, including the applicable Limited Warranty.
 - “**Technical Documentation**”, which means the user instructions, installation and commissioning instructions and other documentation or guidelines relating to the use of the Products, including the reports referenced in the applicable Limited Warranty.
 - “**Service Documentation**”, which means the description and specification of the Services we provide to you.
- 2.1.5. “**Effective Date**” means the date the Agreement comes into force, which shall be upon the issue of the Order Confirmation.
- 2.1.6. “**Intellectual Property Rights**” or “**IPR**” means the intellectual property rights, including all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semiconductor topographies), database rights, copyrights trademarks (both registered and unregistered), trade secrets and know-how together with all rights to the grant of and applications for the same and including all similar or analogous rights.
- 2.1.7. “**Order Confirmation**” means the written confirmation of our acceptance, and of the extent of our acceptance, of your purchase order or signed quotation for Products or Services, including the references to these Terms.

- 2.1.8. “**Party**” or “**Parties**” means us and/or you, as applicable.
- 2.1.9. “**Products**” means the hardware products and associated Firmware provided by us, including but not limited to charging stations, accessories, spare parts, and upgrade kits. Depending on the applicable Order Confirmation, Products which are the subject of the Agreement may include:
- “**AC Products**”, which means all Products relating to the charging stations families with a maximum power output equal or below 22 kW; and / or
 - “**DC Products**” means all Products relating to the charging stations families with a maximum power output above 22 kW.
- 2.1.10. “**Services**” means EVBox’s Care services and Care plans, as described in the applicable Service Documentation. Services include:
- “**One-time Services**”, which means all Services for which the duration is qualified as one-time in the applicable Service Documentation.
 - “**Subscription Services**”, which means all Services for which the duration is qualified as subscription based in the applicable Service Documentation.
- 2.1.11. “**Third Party**” means a natural person or legal entity not being you, us, or your or our Affiliates.
- 2.1.12. “**Limited Warranty**” means the limited warranty provided by EVBox to you with respect to the Products purchased under the Agreement, as described in Clause 8 (Limited Warranty).

3. OFFERS, ORDERS & AGREEMENTS

- 3.1. Unless otherwise agreed in writing, any quote or offer issued by us is valid for a period of thirty (30) days from its date of issue. Your purchase orders will only be considered accepted by us after the issue of an Order Confirmation. A legally binding agreement will only come into existence upon the issue of the Order Confirmation.
- 3.2. The Order Confirmation and Terms, constitute the entire agreement between you and us in respect of the applicable Products or Services (the “**Agreement**”). Unless explicitly agreed otherwise in writing signed by the Parties, all deliveries of Products or provision of Services are made or performed by us in accordance with the Agreement. All other terms and conditions, including yours, are not binding upon us. We explicitly reject the applicability of your general or particular terms and conditions, even if you refer to these in purchase orders or other communications with EVBox.
- 3.3. Unless a separate agreement is signed between the Parties, the Terms shall apply for the entire duration of the business relationship, including for subsequent requests, negotiations, or oral agreements, provided, however, that unless expressly set out in this Agreement to the contrary, EVBox may change any price, payment, or freight term in effect at any time and from time to time.
- 3.4. We reserve the right to make any changes to the specifications or settings of the Products or Services at any time.
- 3.5. We sell the Products or Services to you in accordance with the Documentation applicable on the date of the Order Confirmation.
- 3.6. We reserve the right to involve our Affiliates or any Third Party in the performance of the Agreement. We also have the right to assign all or part of our rights and obligations under the Agreement to an Affiliate or a Third Party. You agree that we can share any information you provide to us with such Affiliate or Third Party to the extent it is relevant

- for our performance, obligations, or for the assignment under the Agreement.
- 3.7. Unless otherwise stated in the Agreement, after an Order Confirmation is issued, all purchases orders are non-cancelable by you and all payments are non-refundable.
- 4. DELIVERY OF PRODUCTS**
- 4.1. Unless otherwise agreed in writing, Products are delivered FCA Libertyville (Incoterms 2020) - the default location as per the Order Confirmation. Products are delivered during Business Hours.
- 4.2. Delivery dates or periods in the Order Confirmation are indicative only and not legally binding on EVBox. If we explicitly agree in writing to a binding delivery date and this binding delivery date is not fulfilled by reason of unexcused delay by EVBox, you shall provide us with a written notice and give us the opportunity to fulfill the delivery within three (3) weeks from receipt of such notice.
- 4.3. We may deliver the Products in installments, which shall be invoiced and paid for separately. Any delay in delivery shall never entitle you to cancel any installment or to suspend your payment.
- 4.4. You shall ensure that your personnel are ready to accept the delivery and that unloading equipment is available at the delivery location, as indicated in the Order Confirmation. Any costs for delays (including due to your requests for postponement of the delivery), storage, redelivery, and transport incurred by EVBox shall be borne by and invoiced to you.
- 4.5. You shall visually inspect the delivery and ensure its conformity with the Order Confirmation. In case of discrepancies in quantity, or visible defects or damages, you shall complete the delivery or transport note accordingly and send us a written notice detailing the discrepancies between the Order Confirmation and the delivered Products within two (2) Business Days of the delivery. Beyond this period, Products are considered in conformity with the Agreement and the delivery accepted by you. If you discover any hidden defects after acceptance of the delivery, the warranty claims process and remedies described in the applicable Limited Warranty shall apply.
- 4.6. In the event of notified discrepancies between the Order Confirmation and the delivery, your payment obligation remains unaffected, and we shall remedy the discrepancy at no cost for you. If such discrepancy is due to your breach of the Agreement the costs of remedying the discrepancy will be charged to you.
- 5. PROVISION OF SERVICES**
- 5.1. EVBox, or its Affiliates if otherwise identified in the applicable Order Confirmation, offers Product-related Services, as detailed in the applicable Service Documentation, which can only be performed in relation to our Products. Services are sold and provided to you at the price applicable on the date of the Order Confirmation. For extensions of Subscription Services beyond the initial term of the purchased Service as detailed in the Order Confirmation, the applicable price may vary for automatic extensions as notified by EVBox to you.
- 5.2. The start date and duration of the Services, including the initial term for Subscription Services, shall be as indicated in the applicable Service Documentation and Order Confirmation. Beyond the initial subscription term, Subscription Services shall automatically renew for additional one (1) year extensions, unless:
- (i) either Party provides written notice to the other Party of its intention to cease the provision of the Service at least sixty (60) days prior to the expiration of the then current term of the Service; or
- (ii) the maximum term of the Subscription Service has been reached and further extensions are not foreseen in the Service Documentation.
- 5.3. We will perform the Services within the agreed time for the provision of the Services, during Business Hours. Services shall be performed at the date, time, and location indicated in the Order Confirmation. We are not liable for incomplete Services, activities, missed milestones, or delays (i) caused by you or (ii) due to Force Majeure.
- 5.4. One-time Services, or any activities or milestones of Subscription Services, shall be deemed completed upon performance of all activities described in the applicable Service Documentation. For Subscription Services that do not include specific activities or milestones, such Subscription Services shall be deemed completed upon termination or expiration of the then applicable subscription term.
- 5.5. You shall cooperate with us for the provision of Services, including but not limited to, providing us with all applicable reports (as set out in the Limited Warranty if applicable).
- 5.6. If any Services must be provided on your site or any other site as agreed between the Parties, you shall, at your own expense and risk:
- (i) notify us in writing of any security clearance, site training, or safety requirements prior to the purchase of Services;
- (ii) ensure that (a) the location where Products are located complies with relevant requirements and applicable laws; (b) all necessary facilities and personnel are available for the proper performance of the Services; and (c) all necessary authorizations for EVBox to enter the premises have been properly procured in advance; and
- (iii) take all necessary precautions, including the observance of our instructions or the engineer on site, to enable a safe and trouble-free performance of Services on-site.
- 5.7. You will be invoiced for Subscription Services either (i) in yearly installments, or (ii) upfront for the entire term of the Subscription Services, as specified in the Order Confirmation, and then upon each renewal where applicable.
- 5.8. We reserve the right to adjust the price of the Subscription Services on an annual basis with effect from the next subscription term onwards in accordance with the U.S. Consumer Price Index.
- 5.9. In the event of price of the Subscription Services are adjusted (5.7.(i)), we shall notify you in writing at least sixty (60) days prior to the next yearly installment. You may request the termination of the Subscription Services affected by the price adjustment in writing within thirty (30) days of the notice date. Beyond this period, the price adjustment will be considered as accepted by you.
- 5.10. In case of termination or cancellation of purchased Subscription Services during the initial term (5.7.(ii)), as set out in the Order Confirmation, we shall not refund the price for the remainder of the term to you. You will be invoiced for One-time Services upon completion, as detailed in the Service Documentation or in Clause 5.9. below.
- 5.11. If (i) you cancel an appointment for the performance of all or part of the Services less than forty-eight (48) hours in advance; or (ii) the performance of the Services is not possible due to your failure to comply with Clause 5.6 above; then for:
- **One-time Services:** we will be entitled to charge 100% of the price for Services, which shall be invoiced to you on the agreed performance date; and
 - **Subscription Services:** our obligation for that activity under Subscription Services schedule shall be deemed fulfilled. You remain responsible for ensuring the activity or intervention is completed. You may request a quotation from EVBox for the performance of such activities as a One-time Service.

- 5.12. For on-site Services, if EVBox must wait for you to enable us to start or resume performance of the Services (“**Waiting Time**”), we shall charge and invoice you for such Waiting Time. Any Waiting Time charges will be in addition to the applicable Services price.
- 5.13. If we determine that the defect requiring the performance of Services is not covered under the scope of the Service, you will be charged for relevant costs, including the cost of site visits and any spare parts at the quoted price.
- 5.14. For a Product to be eligible for Services, all the activities related to that Product, must be performed by a service provider holding the required certification at the time of performance, as specified in the Documentation. Such activities include but are not limited to installation commissioning, intervention, and maintenance. You shall provide us with the applicable reports for those Products. If you fail to provide such reports, we may terminate the Service immediately and the price for the Service shall not be refunded to the you.
- 5.15. Services are sold to you by EVBox for performance in a specific country or territory, as set out in the Order Confirmation. If you request such Services outside of the agreed country or territory, we may terminate the Service immediately and the price for the Service shall not be refunded to you.
- 6. PRICES & PAYMENT**
- 6.1. You shall pay invoiced amounts in U.S. Dollars (\$). Prices are exclusive of sales tax, value added tax (VAT), tariffs, use tax, retailer occupational tax, gross receipts tax, and transportation tax and any other applicable taxes, contributions, and similar or associated fees and costs, which shall be borne and paid for by you.
- 6.2. Unless otherwise agreed in writing and subject to modification in EVBox’s sole discretion depending on your credit, payments must be received by EVBox within thirty (30) days of the date of issuance of the invoice. We shall not be obliged to correct the invoices if the information you have provided during the ordering process is inaccurate or if the conditions set out in the Order Confirmation are modified by you after the issuance of the Order Confirmation. In the event your credit is not satisfactory to EVBox, EVBox reserves the right to require payment or partial payment in advance.
- 6.3. You must inform us in writing, before submitting a purchase order, if a vendor registration form, purchase order, or any other documents are required by you to pay the invoices. You must communicate such requirements to us, and these can never constitute a valid reason for you to withhold the payment.
- 6.4. You are not entitled to suspend or delay any of your obligations, including any payment obligation. Invoices are considered paid upon our receipt of the full invoiced amount, cleared in full. Payments must reference the corresponding invoice number.
- 6.5. If you fail to pay an amount by the due date, you shall automatically be in default by operation of law without any further notice being required. We may assign the collection to a collection agency at any time starting from the moment you are in default. In that event, and notwithstanding any other rights and remedies we may have under applicable law, we shall be entitled to charge you (i) interest on all due and unpaid amounts from the due date of the unpaid invoice at a rate of 1% per month above the statutory interest for commercial agreements applying under applicable law, and (ii) all reasonable administrative, internal, and extrajudicial collection cost, including but not limited to reasonable attorneys’ fees and expenses. If you fail to pay an amount when due, EVBox shall have the right, in addition to other remedies available at law or under this Agreement, to either: (a) to suspend or cancel deliveries, or (b) to require advanced cash payment on deliveries of Product. Should your financial responsibility become unsatisfactory to EVBox, cash payment or satisfactory security may be required by EVBox before proceeding with deliveries.
- 6.6. You must raise any disputes on invoices in writing during the agreed payment term. Such notice must explain in detail which part of the invoice is disputed and the reason. Beyond the agreed payment term, all amounts are deemed undisputed, fully due and payable by you.
- 6.7. You shall not set-off any amount or apply any other form of deduction, unless explicitly permitted by us in writing.
- 7. YOUR OBLIGATIONS**
- 7.1. You shall:
- (i) ensure that information provided to EVBox is complete, accurate, up-to-date and reliable;
 - (ii) provide us information and materials that we may reasonably require to deliver the Products and provide the Services;
 - (iii) immediately inform us in writing upon becoming aware of any facts and circumstances which may impact the provision of the Products or performance of the Services in conformity with the agreed specifications;
 - (iv) provide all reasonable assistance and information required to resolve an incident or problem we have discovered or reported;
 - (v) obtain and maintain all necessary licenses, permissions and consents which may be required for the use of Products or provision of Services before such use or provision;
 - (vi) comply with all applicable laws and regulations, including in the country of use of the Products or Services; and
 - (vii) comply with the ethical, social, and professional practices set out in Schedule 1 (Compliance).
- 7.2. In the event of breach of any of the obligations set out in Clause 7.1., you shall:
- (i) immediately notify us in writing and shall, without prejudice to our other rights and remedies, assist us, at your own cost and expense, in any way we see fit to remedy such breach and to limit its consequences; and
 - (ii) indemnify, defend, and hold harmless us on demand for damages, costs, or losses sustained or incurred by us or any of our Affiliates, or Third Parties, in relation to the breach.
- 8. PRODUCT & SERVICE WARRANTY**
- 8.1. **Limited Warranty.** EVBox’s Limited Warranty for Products are accessible online here: [EVBox Warranty Programs](#), and/or in the EVBox Partner Portal. The Limited Warranty is incorporated herein by reference.
- 8.2. The qualifications or certifications required for your personnel or for Third Parties to install, commission, and maintain the Products are indicated in the Documentation and applicable Limited Warranty. Determination of the suitability of the Product for the use and application contemplated by you and others shall be your sole responsibility. You assume all risk and liability for results obtained by the use of the Product, whether used singly or in combination with other products or services.
- 8.3. **Limited Service Warranty.** EVBox warrants that the Services will be substantially performed in accordance with the applicable Service Documentation and Order Confirmation in a competent and professional manner. This warranty will be in effect for ninety (90) days from the date of completion of the Services set forth in the Agreement (“**Services Warranty Period**”).
- 8.4. If you identify a non-conformity in the performed Services, you shall send us a written notice detailing the alleged non-conformity during the Services Warranty Period. Your sole and exclusive remedy is limited to, at our option:

- (i) the re-performance of the Services that fail to meet this limited warranty; or
 - (ii) a refund of the Services price you paid for the non-conforming Services.
- 8.5. Without prejudice to or limiting the terms and conditions of the Limited Warranty, including the disclaimers of warranties and limitations of remedies provided therein: EVBOX AND ITS SUPPLIERS AND AFFILIATES DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE PRODUCTS OR SERVICES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, COMPATIBILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM EVBOX OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, EVBOX WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY, NOR WILL EVBOX INDEMNIFY YOU OR ANY THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF OPPORTUNITY, LOSS OF USE OR DATA, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF EARNINGS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, OR DAMAGE BECAUSE OF LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OR OTHERWISE BEING AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF EVBOX'S NEGLIGENCE.

Determination of the suitability of the Product for the use and application contemplated by you and others shall be your and others' sole responsibility. You assume all risk and liability for results obtained by the use of the Product, whether used singly or in combination with other products or services.

9. TRANSFER OF RISK & TITLE

- 9.1. The risk for the Products shall pass to you upon delivery of the Products in accordance with the agreed transport terms and at the location indicated in the Order Confirmation.
- 9.2. EVBox shall retain the title to Products until we receive the full payment of invoiced amounts. Upon full payment, the title of the Products will transfer to you.
- 9.3. Until we receive the full invoiced amount, you must:
 - (i) insure the Products with a reputable insurance company upon delivery. You shall include EVBox's interest in the Products in the insurance conditions. You hereby cede in advance all claims regarding payout(s) of insurance payments, in the absence of which notification we are entitled to notify the insurance company itself; and
 - (ii) store the Products separately from other goods, keep them readily identifiable as our property, and refrain from removing, defacing, or obscuring any mark or packaging and maintain the Products in the same condition as delivered.

- 9.4. If you fail to comply with your payment obligations, you shall cooperate with us to arrange and ensure the return, at your cost, of the Products, even if the Product is already installed or in possession of a Third Party.

10. INTELLECTUAL PROPERTY

- 10.1. All Intellectual Property Rights embodied in or related to Documentation, Products, or Services, and all techniques applied by EVBox to manufacture and design the Products or perform the Services, shall always remain our exclusive sole property and that of our licensors.
 - 10.2. The Agreement does not assign, or otherwise grant, any Intellectual Property Rights to you, except as explicitly provided in the Agreement.
 - 10.3. You are not allowed to remove any logos and trademarks from the Documentation or Products, and shall not reverse engineer, decompile or disassemble any Product we have provided.
 - 10.4. Where Products are manufactured or Services are performed based on your ideas, proposals, models, drawings, customizations requests or samples, you warrant that no IPR or confidentiality obligations of or towards Third Parties are infringed or breached. In any legal proceedings relating to the (alleged) infringement of Third Party IPR, you will indemnify, defend, and hold us harmless from all (damage) claims of such Third Parties and resulting costs and fines. You will participate in or take over legal proceedings immediately if we so request.
 - 10.5. You grant to us a non-exclusive, perpetual, worldwide right to use and commercially exploit any such ideas, proposals, models, drawings, customization requests or samples shared by you in relation to the Products, Services or Documentation in any way and across all current and future products, services, and documentation.
 - 10.6. We agree to defend, or at our option settle, any action or claim with respect to any claim from a Third Party arising out of or related to the actual infringement of such Third Party's IPR by us or the Products (an "IPR Claim") provided that you will:
 - (i) provide us written notice immediately following becoming aware of an IPR Claim;
 - (ii) not make any admission of liability, agreement, or compromise in relation to the IPR Claim without our prior written consent;
 - (iii) grant us the sole right to control the defense and/or settlement thereof; and
 - (iv) provide us and our professional advisors all reasonable support and access to your premises, officers, directors, employees, agents, representatives, or advisors and to any relevant assets, accounts, documents, and records in your control, so as to enable us and our professional advisors to examine them and to take copies for the purpose of assessing the IPR Claim.
 - 10.7. We shall not have any obligation under Clause 10.6 to the extent that any IPR Claim is based upon the:
 - (i) use of the Products in violation of the terms of the Agreement,
 - (ii) use of the Products outside of the United Kingdom or Ireland; or
 - (iii) modification of the Products or any portion thereof by anyone other than us.
 - 10.8. The provisions of this Section 10 contain EVBox's sole obligations and your exclusive remedies with regards to an IPR Claim.
- ## 11. FIRMWARE
- 11.1. "Firmware" (the software embedded in the Products), may be installed in the Products. We grant you a non-exclusive and limited license to use the Firmware in accordance with the Documentation. You warrant to us and our licensors that you will adhere to the license terms and will not breach any of these rights.

- 11.2. Provided that the Products are installed, commissioned, and used in accordance with the applicable Documentation, including the applicable Limited Warranty, we will use commercially reasonable efforts to provide necessary updates to the Firmware to ensure continued conformity, including security updates. You shall ensure that end-users are informed of available updates to the Firmware. We only warrant the Products against Defects (as defined in the Limited Warranty) where such updates are installed or enabled to be installed by end-users.
- 11.3. EVBox is authorized to and may establish a connection with your EVBox charging station for diagnostic purposes and may access, copy, retain and use data recovered from the Product. All data emitted, generated, or created by the Products or their usage ("Product Data") can be accessed and used by EVBox at all times after the installation of the Products, whatever the way of generation and whatever the purpose. EVBox may use the Product Data, without limitations, for maintenance services, performing diagnostic analyses services, and optimization of the Products' and Services' performance. All personal data will be subject to the EVBox Privacy Policy: <https://evbox.com/us-en/privacy-policy>;
- 11.4. EVBox may, at any time, update and/or upgrade the Firmware without requesting any additional approvals.

12. CONFIDENTIALITY

- 12.1. "**Confidential Information**" means all information disclosed by the Parties, except information that: (i) was known by the receiving Party prior to receipt from the disclosing Party, (ii) is publicly available or is obtained from a Third Party without breach of confidentiality. Parties shall keep Confidential Information secure and confidential. Each Party shall only use Confidential Information for purposes in connection with the Agreement and shall not disclose it to Third Parties without the disclosing Party's written agreement or as otherwise specified in the Agreement. The receiving Party may disclose Confidential Information only to Affiliates and employees who need to know and are bound by confidentiality obligations not less stringent than those in the Agreement. Parties are responsible for the compliance with the Agreement by their Affiliates and employees.
- 12.2. Parties may disclose Confidential Information if legally obligated by any competent authority requiring such disclosure, provided that prior to such disclosure the affected Party is given reasonable notice, to the extent permitted by law, so that it may take any action it deems appropriate. In any event, the compelled Party shall limit the disclosure of Confidential Information to the strictest extent necessary for compliance with its legal obligation.
- 12.3. Neither Party shall reverse engineer, copy, disassemble or decompile any prototypes, software or other tangible or intangible data that incorporates Confidential Information.
- 12.4. Confidential Information disclosed under the Agreement shall remain the exclusive property of the disclosing Party. No license or rights under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by the disclosure of or access to Confidential Information under the Agreement.
- 12.5. Upon written request, each Party shall return or destroy all Confidential Information irretrievably and irreversibly and confirm compliance in writing. Parties are not required to delete Confidential Information that is retained pursuant to automatic back-up and archiving systems, or as required by law, provided that the obligations herein continue to apply to such Confidential Information.
- 12.6. EVBox is the owner of all documents, supplied models, samples or examples relating to quotes, offers, or to the Agreement. Unless otherwise indicated in writing, you shall consider these our Confidential Information.

13. LIABILITY & INDEMNIFICATION

- 13.1. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, EVBOX SHALL NOT BE LIABLE FOR NOR SHALL EVBOX INDEMNIFY YOU FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF OPPORTUNITY, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF EARNINGS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, DAMAGE BECAUSE OF LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OR OTHERWISE BEING AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF EVBOX'S NEGLIGENCE..
- 13.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER EVBOX NOR ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES AND SUPPLIERS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) FOR ANY MATTER BEYOND EVBOX'S REASONABLE CONTROL; OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE LESSER OF (1) AMOUNTS PAID BY YOU HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS, OR (2) FIFTY THOUSAND U.S. DOLLARS (\$50,000.00); IN EACH CASE EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 13.3. EVBOX'S PRICE HAS BEEN NEGOTIATED IN CONSIDERATION OF THE ALLOCATION OF RISKS AND ESTABLISHMENT OF LIMITATIONS OF LIABILITY STATED IN THIS AGREEMENT, BUT FOR WHICH EVBOX WOULD NOT HAVE ENTERED INTO THE AGREEMENT. THESE REMEDIES WILL NOT FAIL THEIR ESSENTIAL PURPOSE BECAUSE YOU ARE LIMITED TO THE EXCLUSIVE REMEDIES AS STATED HEREIN.
- 13.4. THESE LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 13.5. EVBox is not liable for any damages or costs incurred by You or third parties because of Your violation of your obligations under this Agreement, Force Majeure events, or because of an act or omission by You or a third party (including but not limited to the event where actions are performed by You or a third party in contradiction with the applicable Documentation).
- 13.6. You shall indemnify, defend and hold EVBox harmless against any and all claims, damages or costs that EVBox has incurred because of Your violation of Your obligations under this Agreement (including but not limited to the event where actions are performed by You in contradiction with the applicable Documentation).

13.7. You shall indemnify, defend, and hold EVBox harmless on first demand for and from all claims of Third Parties for compensation of damages in connection with the supplied Products or performed Services.

14. TERM & TERMINATION

14.1. The Agreement shall be effective as of the Effective Date and stay effective until both Parties' obligations in respect of the applicable Products or Services are fully fulfilled, except for those obligations that by nature should survive, including but not limited to those set forth in Clause 16.9 of these Terms, and further provided, however, that on ninety (90) days advance notice EVBox may terminate this Agreement and suspend performance of its obligations, with immediate effect, without penalty. Any subsequent Products or Services you purchase shall be governed by the then current Terms unless a separate agreement is signed between the Parties.

14.2. We have the right to terminate the Agreement without further notice, without being liable and with immediate effect (i) if either party is unable to pay its debts, become insolvent, or is declared bankrupt; (ii) if either party is liquidated; (iii) if a substantial part of either party's capital and reserves is seized; (iv) if you are in breach of Schedule 1 (Compliance), or (v) if you undergo a (in)direct change of control or sell, assign or otherwise transfer a substantial part of your assets. "**Change of control**" means any transaction that results in (i) a change of the shareholder of 50% or more of your voting shares; (ii) sale or transfer of substantially all your assets by way of agreement, operation of law or other means.

14.3. Notwithstanding any remedy we have under applicable law, if you breach any of the terms of the Agreement, we shall have the right to (i) immediately suspend the delivery of the Products or the provision of the Services until the breach is fully remedied, and (ii) terminate the Agreement without court intervention upon ten (10) Business Days prior written notice specifying the breach, in case the breach is not remedied or in case the breach, due to its nature, cannot be remedied.

14.4. If the Agreement is terminated, any outstanding amounts payable by you are due immediately and you shall immediately pay us these outstanding amounts.

14.5. You shall not be entitled to cancel, terminate, rescind, or dissolve the Agreement, unless otherwise foreseen by applicable law.

15. FORCE MAJEURE

15.1. "**Force Majeure**" means any event which is beyond the reasonable control of a Party and which impacts the execution of its obligations under the Agreement, including, without limitation, natural disasters, extreme weather conditions, fire, riots, war and military operations, national or local emergency situations, acts or negligence of the government, import, export and/or transit prohibitions, economic disputes of any nature whatsoever, strikes or other labor actions, flooding, lightning, explosions, collapses, disruptions in traffic or power networks, pandemics and epidemics, global shortages, the reduced or non-functioning of networks, systems or equipment of Third Parties and the consequences of all of the above, as well as any act of negligence of a person or entity, or any other cause or circumstance which is outside of the reasonable control of that Party; or any other cause or circumstance, whether similar or dissimilar to the foregoing, which makes impracticable the production, transportation or delivery of the Product or any material used in or in connection with its production; and the contracted quantity shall be reduced to the extent the quantities not delivered due to any such cause or circumstance. In no event shall EVBox be obligated to purchase products, or to deliver from any plant or facility other than the shipping point specified in the Order

Confirmation to replace the quantities not delivered due to any such cause or circumstance.

15.2. Unless otherwise agreed in writing, we shall not be in breach of the Agreement nor liable for delay or failure to comply with our obligations under the Agreement if this delay or failure was the result of Force Majeure, including a Force Majeure of Third Parties and Affiliates. You not being able to pay does not qualify as a Force Majeure. The Party excused in whole or in part shall give written notice thereof to the other Party with reasonable promptness. In the event of any cause or circumstance partially excusing EVBox, EVBox shall have the right to allocate any remaining production and/or supply among its customers in a fair and reasonable manner, and you hereby release EVBox from responsibility or liability for any resulting incomplete or partial fulfillment of this Agreement.

16. MISCELLANEOUS

16.1. Trade Compliance. Each Party represents and warrants that it is and will remain fully compliant with all applicable trade and customs laws, regulations, instructions, and policies, including, but not limited to, satisfying all necessary clearance requirements, proofs of origin, export and import licenses and exemptions, and making all proper filings with appropriate governmental bodies or disclosures relating to the release or transfer of Products. You shall not export or re-export, or allow the export or re-export of any Product, technology, or information it obtains pursuant to the Agreement (or any direct product thereof) in violation of any such laws, embargoes, restrictions, or regulations. No material or equipment included in or used for the Products must originate from any company or country listed in any relevant embargo issued by the authority in the country where the Products will be used or an authority otherwise having influence over the material forming part of the Products. You shall indemnify us from and against all violations of this Clause 16.1.

16.2. Interpretation. All headers and titles are inserted for convenience and ease of reference only and are not to be considered in the construction or interpretation of any provision of the Agreement.

16.3. Entire Agreement. Unless explicitly agreed in writing between the Parties, the Agreement constitutes the entire agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking. The applicability of any of your purchasing terms or other general or specific terms and conditions is expressly rejected, unless agreed otherwise by us in writing.

16.4. Amendments. Without prejudice to our right to implement changes to the Agreement as stated in the preamble and to modify these Terms at any time and at its own discretion, deviations from the Agreement shall only be effective where agreed in writing between the Parties.

16.5. Notices. Unless stated otherwise in the Agreement, all notices by the Parties under the Agreement may be sent by e-mail or by registered mail with confirmation of receipt, addressed to the address as mentioned in the Agreement.

16.6. Assignment. You are not allowed to transfer all or any of your rights and obligations under the Agreement to a Third Party without our prior written consent. We may assign the Agreement or part of it without your consent.

16.7. No waiver. EVBox's failure to exercise or delay in exercising a right or remedy provided by the Agreement shall not constitute a waiver of such right or remedy or a waiver of other rights or remedies, nor shall any single or partial exercise thereof preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy. Any waiver by us in respect of failure to comply with the provisions of the Agreement shall be made in writing and such waiver shall not operate against

- us as a waiver of any right or remedy in respect of any subsequent failure of compliance.
- 16.8. **Severability.** If any provision of the Agreement is or becomes illegal, invalid, or unenforceable, this shall not affect the legality, validity, or enforceability of any other provision of the Agreement; and if such provision would be legal, valid, or enforceable to the extent some part of it were deleted, such provision shall apply with the minimum modifications necessary to make it legal, valid, or enforceable.
- 16.9. **Survival.** Termination or expiry of the Agreement, howsoever caused, shall not affect any provision of the Agreement which is expressly or by implication intended to come into or remain in effect on or after termination or expiry of the Agreement, including, without limitation, the following Clauses of these Terms: Clauses 8 (Product &

Service Warranty), 10 (Intellectual Property), 12 (Confidentiality), 13 (Liability), 14 (Term and Termination), 16 (Miscellaneous), 17 (Applicable law and jurisdiction).

17. APPLICABLE LAW & JURISDICTION

- 17.1. The Agreement (and all non-contractual claims related to the Agreement) shall be exclusively governed by the laws of the State of New York without reference to the conflict of laws. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.
- 17.2. Each Party irrevocably agrees that New York courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement (including all non-contractual claims).

Schedule 1: Compliance

1. ETHICS & COMPLIANCE

- 1.1. Each Party represents and warrants that it complies, at its own expense, with all laws and regulations relating to its activities under the Agreement, as they may change from time to time, and with any conditions binding on such Party in any applicable licenses, registrations, permits and approvals. Each Party acknowledges that it has read and agrees to adhere to the commitments adopted by the group EVBox is part of, on ethics and social and environmental responsibility, as set out in its reference documents and in its CSR policy. These commitments can be found here: <https://www.engie.com/en/group/ethics-and-compliance>
- 1.2. In this respect, each Party represents and warrants to the other Party that it, its owners, directors, officers, employees and agents comply with the international and national laws applicable to the Agreement (including any amendments made to those laws during the term of the Agreement) and that it complied with those laws during the six-year (6-year) period immediately preceding the signing of the Agreement, relating to: (i) human rights and individual fundamental freedoms, in particular the prohibition of (a) child labor and any other form of forced or compulsory labor; (b) any type of discrimination within a Party's company - or Party's group of companies as the case may be - or in its dealings with third parties; (ii) embargoes, arms and drug trafficking and terrorism; (iii) trade, import and export licenses and customs requirements; (iv) the health and safety of employees and third parties; (v) employment, immigration and the ban on using undeclared workers; (vi) environmental protection; (vii) white-collar crime, mainly corruption and bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to the Agreement), obtaining by fraud, theft, misuse of company property, counterfeiting, forgery and use of falsified documents, and any related offences; (viii) anti-money laundering measures; or (ix) competition law.
- 1.3. Each Party undertakes to actively cooperate with the other Party and to take the required action to allow the other Party to fulfill its own legal obligations arising under its duty of vigilance. To this end, each Party shall assist with the implementation of the measures set out in the CSR policy as stated above (risk mapping, alert, and whistleblowing mechanism etc.) and immediately report to the other Party any serious breach or, any circumstances that could potentially constitute a serious breach of the above-mentioned rules in the performance of its relationship with the other Party.
- 1.4. Each of the representations and warranties contained herein shall continue to have full force and effect after the execution of the Agreement and the Parties hereby warrants to each other that the representations and warranties will remain true and accurate until the expiry or termination of the Agreement.