

SUPPLY OF GOODS TERMS

Updated 14th June 2023

1. APPLICATION

- 1.1. The terms and conditions in this section apply to all Evnex Customers that acquire **Goods** from Evnex in trade or for business purposes under a Scope of Work.
- 1.2. For avoidance of doubt, the terms and conditions in this section also apply to Customers permitted to resell Goods, in addition to the specific terms and conditions set out in Section 4 (Reseller Terms).

2. GOODS

- 2.1. **General:** Evnex will provide the Goods in accordance with the applicable Scope of Work in compliance with all relevant laws.
- 2.2. **Non-exclusive:** Evnex's supply of the Goods to the Customer is non-exclusive. Nothing in these terms and conditions prevents Evnex from providing Goods to any other person.

3. OWNERSHIP, DELIVERY AND RISK

- 3.1. **Ownership:** Ownership of Goods supplied under a Scope of Work remains with Evnex until all Fees payable by the Customer in respect of the Goods have been paid in full.
- 3.2. **Delivery:** The delivery point for all Goods will be at Customer's nominated property under the applicable Scope of Work.
- 3.3. **Risk:** Risk in Goods supplied will pass to the Customer when the Goods are delivered to the carrier for transport.

4. Installation

All Goods that require installation must be installed by Evnex or its certified subcontractors. The Customer may not install goods itself, or use the Customer's preferred subcontractors, without prior written approval from Evnex (which may be withheld in its discretion). If Evnex does provide prior written approval to install Goods, either in a Scope of Work or otherwise, the terms in Section 5 (Installation Terms) shall apply.

5. SECURITY INTERESTS

- 5.1. **Security:** The Customer hereby grants Evnex a security interest in respect of the Goods on the following terms:
 - a. The Goods will not become fixtures on any land while the Customer owes any money to Evnex, regardless of the degree to which and purpose for which they are fixed to the land (subject to the prior rights of any mortgagee of the land);
 - b. If the Customer is in default under these terms and conditions, then Evnex will be entitled without notice to repossess the Goods;
 - c. The Customer authorises Evnex or its representatives, servants, agents or employees to enter the Customer's property where the Goods are situated for the purpose of repossession;

- d. Evnex will not be liable for any costs, expenses, damage, loss of any kind suffered by the Customer as a result of repossession; and
- e. If Evnex takes possession of the Goods or the proceeds and, after deduction of all money the Customer owes to Evnex (including any interest due and including any expense occurred by Evnex in enforcing its rights including legal expenses as between solicitor and client) there is a surplus, Evnex will pay that surplus to the Customer.

6. CUSTOMER OBLIGATIONS

6.1. **General use:** The Customer and its End Users must:

- a. use the Goods in accordance with these terms and conditions solely for the Customer's own lawful business purposes to monitor and manage connected charge points, provide reporting, charging station access control, RFID card management, API integration with external software services, and any another purpose that is otherwise specified in the applicable Scope of Work, or agreed to in writing with Evnex; and
- b. not resell or make available the Goods to any third party, or otherwise commercially exploit the Goods, or the Evnex Software, unless otherwise provided for in the applicable Scope of Work, or agreed to in writing by Evnex, and only then in accordance with Section 4 (Reseller Terms).

6.2. **Supply conditions:** When purchasing and using the Goods, the Customer and its End Users must:

- a. Not impersonate another person or misrepresent authorisation to act on behalf of others or Evnex;
- b. Not attempt to undermine the security or integrity of the Underlying Systems;
- c. Not knowingly use, or misuse, the Goods in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Goods;
- d. Not attempt to view, access or copy any material or data other than:
 - i. that which the Customer is authorised to access; and
 - ii. to the extent necessary for the Customer and its End Users to use the Goods in accordance with these terms and conditions;
- e. Not knowingly use the Goods in a manner, nor transmit, input or store any data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is objectionable, incorrect or misleading.

6.3. **Authorisations:** The Customer is responsible for procuring all licences, authorisations and consents required for it and its End Users to use the Goods, including to use, store and input data into, and process and distribute data through, the Goods.

7. Orders

7.1. **Format:** Orders for Goods under an applicable Scope of Work must be in such format as may be prescribed by Evnex from time to time.

7.2. **Acceptance:** Evnex has no obligation to accept any order and may cease supplying the Customer at any time.

7.3. **Cancellation:** No order may be cancelled or varied by the Customer after it has been accepted by Evnex, unless agreed by Evnex in writing. We may, at our discretion, charge a restocking fee of up to 15% of the sale price of the item. The freight cost of returning the item to us will be paid by you.

7.4. **Credit:** If Evnex agrees to supply Goods on credit, all orders made on this basis are subject to the Reseller continuing to meet Evnex's requirements for credit approval.

8. RETURNS & FAULTY GOODS

8.1. **Faulty Goods:** In the event of damaged or faulty goods the Customer is to notify Evnex within 14 days, in writing, detailing the fault or issue. Evnex reserves the right to investigate the issue and determine the cause and circumstances of any fault or damage.

8.2. **Returns:** Where Evnex agrees to the return of goods under a warranty claim or RMA process, Evnex will arrange for the return, repair or replacement of these goods. In the case of damage or fault that is determined to be outside Evnex's control, Evnex will work proactively with the Customer to determine the best resolution. For any warranty claim, Evnex will bear the cost of shipping, repair or replacements.