

CHARGEMASTER Plc - STANDARD TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 "Buyer" means the organisation or person who buys Goods from the Seller;
- 1.2 "Goods" means the articles to be supplied to the Buyer from the Seller;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time.
- 1.5 "Seller" means Chargemaster Plc, Mulberry House, 750 Capability Green, Luton, LU1 3LU, England.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 PRICE AND PAYMENT

- 3.1 The price shall be that in the Seller's current List Price, or such other price as the parties may agree in writing. The price is exclusive of VAT or any other applicable costs.
- 3.2 Payment of the price and VAT and any other applicable costs shall be due within 28 days following delivery of the goods. Payment terms other than these may be agreed between The Seller and Buyer and will be confirmed in writing by the Seller to the Buyer.
- 3.3 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2.00% per annum above the base rate of the Bank of England.
- 3.4 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
- 3.4.1 require payment in advance of delivery in relation to any Goods not previously delivered;
 - 3.4.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
 - 3.4.3 Terminate the contract.

3.5 Prices other than “List Price” may be agreed from time to time between Seller and Buyer and will be confirmed in writing by the Seller to the Buyer.

4 DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

5 DELIVERY

5.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

5.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract.

6 RISK

Risk in the Goods shall pass to the Buyer at the moment the Goods are dispatched from the Seller’s premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

7 RETENTION OF TITLE

The risk in the Goods shall pass from the Seller to the Buyer upon delivery of such goods to the Buyer. However, notwithstanding delivery and the passing of risk in the Goods, title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for all goods delivered to the Buyer under this and all other contracts between the Seller and the Buyer for which the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer under which the Goods were delivered.

8 WARRANTY

8.1 Where the Goods have been manufactured by the Seller and are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge within 12 months (unless otherwise agreed in writing by the Seller) from the date of delivery, subject to the following conditions:

- 8.1.1 the Buyer notifying the Seller in writing within 7 days of receipt of the Goods;
- 8.1.2 the defect being due to the faulty design, materials or workmanship of the Seller.

8.2 This Seller’s warranty does not apply in the event of a product fault or defect arising from any of the following causes:

- 8.2.1 Improper maintenance subject to requirements set-out by the Seller
- 8.2.2 An installation carried out by an installer not approved by the Seller
- 8.2.3 An installation not compliant with the Seller’s standards
- 8.2.4 Damage due to theft, vandalism, misuse, inappropriate use, lack of supervision
- 8.2.5 The use of non-original parts

- 8.2.6 Non-compliance with the Seller's instructions regarding installation and/or electrical connection
- 8.2.7 The unauthorized opening of the charging point
- 8.2.8 Natural disasters: earthquakes, lightning, wind or water damage, and problems caused by fire or similar events
- 8.2.9 Unsuitable storage conditions
- 8.2.10 Normal ageing and wear-and-tear of the Goods (i.e.: discoloration, normal corrosion)
- 8.3 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller. The costs associated with product removal, reinstallation, diagnostics, call-out fees and any other associated costs will be the responsibility of the Buyer. The Buyer shall be responsible for the delivery costs back to the Seller's nominated UK location, and return to the Buyer's nominated location.
- 8.4 Repair, modification or replacement of parts during the warranty period will not extend the original warranty period of the Goods.
- 8.5 Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.
- 8.6 The Seller shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.
- 8.7 The warranty will not apply if any modifications or additions are made by the Buyer, or any other party, to the Goods or the electric vehicle, including software modifications, without prior written consent from Seller.
- 8.8 Warranty Implementation:
 - 8.8.1 The Buyer or the Installer undertake(s) the responsibility to return the product under warranty claim, within ten (10) days of the warranty claim being issued, in accordance with the Seller's returns procedures. The cost of shipping the equipment under warranty claim to Seller will be the responsibility of the Buyer or the Installer.
 - 8.8.2 If the Buyer has subscribed to, and paid for, an annual maintenance contract, the returns process will be in line with the maintenance service level agreement contractual terms.
 - 8.8.3 Upon receipt of the product returned under warranty, the Seller will examine and attempt to remedy the fault, at its own expense, and by whatever means the Seller deems appropriate, the defects identified on the Goods. The Seller reserves the right to exercise the warranty terms, either by way supplying new or reconditioned equipment to the Buyer or the Installer, or by way of repairing the product in Seller's workshops and/or at the point of installation (subject to the terms of a maintenance contract).
 - 8.8.4 Parts replaced will become the property of the Seller.
 - 8.8.5 The Buyer, or its nominated carrier, will be responsible for the cost of shipping the goods under warranty to Seller.
 - 8.8.6 In the event of a valid warranty claim, the Seller will bear the cost of shipping the replacement or repaired goods to the Buyer or the Installer.
 - 8.8.7 In the event that the goods under warranty claim are not returned in accordance with the aforementioned timing and procedures, the Seller reserves the right to charge the Buyer or the Installer for the repair or the replacement equipment.

8.8.8 Under no circumstances will the warranty cover costs incurred at the installation site of the defective equipment. The costs associated with product removal, reinstallation, diagnostics, call-out fees and any other associated costs will be the responsibility of the Buyer or the Installer.

8.9 The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein, including, but without limitation, Clauses 10 and 11 below.

9 INSTALLATION

9.1 In the event that the Seller shall be responsible for the installation of the Goods at the location specified by the Buyer, the Seller will install the Goods:

9.1.1 with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;

9.1.2 in accordance with the descriptions and specifications set out in the Installation Requirements; and

9.1.3 in accordance with all applicable legislation.

10 CHARGEVISION

10.1 On all communicating units, it is the Buyers responsibility to ensure that a fully completed General Service Agreement is duly signed and covers a minimum 3 year period from date of delivery.

10.2 The fees applicable for this service apply from delivery and are renewable each anniversary of that delivery date, subject to the period of minimum coverage as set out in 10.1 above.

10.3 The Seller withholds the right to de-commission the unit at any time if the Chargevision fees are not received or up to date.

11 LIABILITY

11.1 No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:

11.1.1 the correspondence of the Goods with any description;

11.1.2 the quality of the Goods; or

11.1.3 the fitness of the Goods for any purpose whatsoever.

11.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:

11.2.1 the correspondence of the Goods with any description;

11.2.2 the quality of the Goods; or

11.2.3 the fitness of the Goods for any purpose whatsoever.

11.3 All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.

12 LIMITATION OF LIABILITY

- 12.1 Where any court or arbitrator determines that any part of Clause 11 above is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the contract price.
- 12.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

13 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

14 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

15 RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

16 ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

17 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

18 SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

19 RETURNS

In the event of goods needing to be returned to Chargemaster under warranty, they must be sent to the Capability Green address and MUST have the "PRODUCT RETURN FORM" completed in full, as provided at the end of this document. Failure to comply with this requirement will increase the time to assess the fault and increase the administration cost to you in the event that no fault is found.

PRODUCT RETURNS FORM

Date:/...../.....	Name:	
		Address:	
		Town/City:	
RMA Number: (Allocated by Chargemaster)		County/Country:	
		Post Code:	
		Contact details for person returning product (name, email, contact number):	

Product Returned	Type:	Serial Number:

INFORMATION ON VEHICLE CHARGING			
Make	Model	Registration No	VIN # (if known)

Declared Fault	Full description of the nature of the fault:
.....

Investigation already undertaken	Full description of steps already taken to investigate the problem:
.....
Please ensure the unit is reset and self-tested for faults before being returned	Are all fuses intact and circuit breakers switched on? Has the unit been reset by disconnecting the incoming mains supply, waiting 30 seconds and then reconnecting? Has there been prior liaison with Chargemaster technical staff? Do not return units for network connection issues alone without express authority from Chargemaster Plc. Failure to observe this may result in a charge if no fault is found.

Packaging *Any keys must be returned with the unit to avoid extra charges	Product (and keys if applicable) are returned securely packaged in original packaging <input type="checkbox"/>
	If product is returned in alternative packaging please describe packaging and condition of unit:

I confirm that if no fault is found with the returned product or if the unit is returned outside the manufacturer's warranty period that I will pay for inspection and transportation costs of up to £250.00 +VAT /unit plus associated costs to replace/repair the charger, which will be confirmed to me before costs are incurred. I confirm that any damage or loss suffered in transportation is at my own risk.

I confirm that this form has been completely filled out for each unit returned and that failure to provide adequate information on this form may lead to the unit being returned to me at my cost and/or administration costs being charged (at the discretion of Chargemaster).

Signed:.....**Name:**.....**Date:**.....

THE PRODUCT MUST BE RETURNED TO THE FOLLOWING ADDRESS TOGETHER WITH THE FULLY COMPLETED RETURN FORM. ANY PRODUCT RETURNED WITHOUT THIS FORM DULY COMPLETED WILL NOT BE PROCESSED BY OUR RETURNS DEPARTMENT.

RETURNS:

Chargemaster Plc
Returns Department
 Mulberry House
 Parkland Square
 750 Capability Green
 Luton, LU1 3LU
 Great Britain