

MASTER PURCHASE TERMS

1. Placement of Orders

A. Purchase of Products. The terms of these Master Purchase Agreement ("Terms") govern all the purchase of ChargePoint hardware products from the applicable ChargePoint entity as defined in section F below ("ChargePoint") by "Purchaser", which shall mean, any legal entity or person purchasing one or more (i) ChargePoint's hardware products, including without limitation, electric vehicle charging station(s) ("ChargePoint Hardware"), and/or (ii) third party-provided hardware sold by ChargePoint ("Third Party Hardware") (subsections A(i) and A(ii) herein are collectively defined as "Products"). Products are purchased either by (i) unconditional acceptance of a ChargePoint quotation by Purchaser, or (ii) a purchase order issued by Purchaser to be accepted by ChargePoint. (i) and (ii) hereinafter referred to as "Order(s)". Any Order shall specify the number and model of Product(s) desired to be purchased, the delivery schedule (which, absent agreement between the parties, shall be a date that is no less than sixty (60) days after the date of the purchase order), any On-Site Support Service (as defined in section 5.B) being purchased, as well as a reference to these Terms. Any terms and conditions of Purchaser, whether or not included by reference in Purchaser's purchase order or any other document or communication, conflicting with, varying or adding to the terms and conditions of these Terms, shall be of no force and effect, unless the parties hereto agree in writing, in advance. Orders are non-cancelable, non-returnable and non-refundable.

B. Acceptance and Modifications. An Order may be subject to a condition precedent of credit and/or prepayment terms as ChargePoint in its reasonable discretion, determines appropriate due to, among other things, Purchaser's prior payment history and/or the size of the Order. In the case of any change to the applicable credit and/or prepayment terms, the Order will be effective unless and until Purchaser has explicitly consented thereto. Any modifications to an Order shall not be binding unless explicitly accepted by ChargePoint. ChargePoint agrees to use commercially reasonable efforts to notify Purchaser of its acceptance or rejection within ten (10) business days after receipt thereof.

C. Withholding of shipments. ChargePoint may withhold shipments if Purchaser has exceeded its applicable credit limit, if any, and not provided for prepayment, is in violation of its payment obligations or otherwise is in material breach of these Terms.

D. Required Subscription to SaaS Offerings. The Products are designed to work with ChargePoint's cloud-based application services ("Cloud Services"). Access to Cloud Services requires Purchaser to agree to the ChargePoint Cloud terms and its Annexes (<https://www.chargepoint.com/en-gb/legal/cloud-terms>).

2. Delivery

A. Shipping Costs; Terms. All shipping, unless otherwise agreed to by the Parties in writing, shall be FCA (Incoterms 2020) ChargePoint's warehouse in Almere, the Netherlands. Purchaser shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the Products to Purchaser. All shipping and delivery dates are approximate and are based upon prompt receipt of all necessary information from Purchaser. ChargePoint shall use commercially reasonable efforts to deliver Products ordered by Purchaser on the scheduled delivery date. In no event shall ChargePoint be liable for any costs related to delay in delivery of the Products. Purchaser's sole remedy for any material delay in delivery of the Products shall be cancellation of the order.

B. Risk of Loss; Transfer of Title. Delivery of the Products to Purchaser shall be completed upon delivery of the Products to Purchaser's freight forwarder. Risk of loss and damage to the Products shall pass to Purchaser upon the delivery of such Products to such freight forwarder. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released. Title shall pass to Purchaser upon payment in full by Purchaser.

C. Substitutions. ChargePoint shall have the right to make substitutions and modifications to Products and in the specifications of Products to be delivered under the terms of any applicable purchase order, provided that such substitutions or modifications will not materially affect overall Product form, fit, function or safety specifications.

3. Invoicing and Payment

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Purchaser on or after the date it ships the ordered Products; provided that, If Purchaser causes a delay in delivery, ChargePoint may issue its invoice at any time on or after the scheduled delivery date..

B. Payment Terms. All invoices shall be paid within thirty (30) days of the invoice date. Late payments shall be subject to a €40 (or equivalent in your local currency) fixed sum as minimum compensation for recovery costs in addition to attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. The applicable interest rate for late payment is (a) the total of i) the reference rate of the European central bank (or the reference rate of the national central bank for states whose currency is not EUR) and ii) at least 8 percentage points, or (b) the maximum rate permitted by law. All non-credit shipments, or shipments in excess of Purchaser's available credit line, if any, shall be prepaid prior to shipment.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final and Purchaser shall have no right of return, provided, that, ChargePoint shall comply with its obligations under the ChargePoint Warranty.

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable Order are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by any European, country or regional authority on the purchase, shipment, use or sale of the Products by or to Purchaser, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Purchaser for the full amount of such taxes and shall include such amount as a separate line item on the invoice(s) sent to the Purchaser; provided that, ChargePoint's failure to so bill the Purchaser shall not relieve Purchaser from the obligation to pay any Taxes described in this Section 3.D.

E. Payment Currency. Unless otherwise agreed, all amounts payable under these Terms shall be paid in currency of the invoice.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion without advance notice. ChargePoint may, in its discretion, withhold further performance or shipment; require security satisfactory to ChargePoint before further performance or shipment is made; and may, if shipment has been made, recover the goods from the carrier pending receipt of such assurances.

G. Provisions Relating to Shipments in Lots. If an Order requires or authorizes delivery of Products in separate lots, shipments or milestones to be separately accepted by Purchaser, Purchaser may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of these Terms. Purchaser may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these Terms, unless such right of refusal is expressly provided for on the face hereof. Purchaser shall pay for each lot in accordance with the Terms hereof. Products held for Purchaser are at Purchaser's sole risk and expense.

H. Prices do not include Freight, Etc. Except to the extent expressly stated in these terms, ChargePoint's prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products, and Purchaser shall pay such amounts or reimburse ChargePoint for any amounts ChargePoint pays. If Purchaser claims a tax or other exemption or direct payment permit, it shall provide ChargePoint with a valid exemption certificate or permit and indemnify, defend and hold ChargePoint harmless from any taxes, costs and penalties arising out of same. ChargePoint's prices include the costs of its standard domestic packing, only. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for Purchaser's account.

I. Disputes. In the event Purchaser disputes any portion or all of an invoice, it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice. The undisputed portion shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

J. Remedies upon Payment Default. Upon Purchaser's default of these Terms, ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise, subject to any cure rights of Purchaser, declare the entire balance of Purchaser's account immediately due and payable or foreclose any security interest in the goods delivered. If any unpaid balance is referred for collection, Purchaser agrees to pay ChargePoint, to the extent permitted by law any associated cost and fees, including but not limited to reasonable attorneys' fees, court costs or expenses incurred by ChargePoint and any finance charges accrued on any unpaid balance owed by Purchaser.

K. Suspended Shipments. ChargePoint reserves the right to suspend further shipments of goods if Purchaser is over thirty (30) days late, as well as to immediately terminate an Order if Purchaser is over sixty (60) days late in payment of an undisputed invoice.

4. **Installation**

Purchaser shall be responsible for arranging for the installation and provisioning of the Products and for the costs thereof. At Purchaser's request, ChargePoint may provide the names and contact information of one or more installers of Products; provided that, in providing such information ChargePoint makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. Except as specifically agreed to in writing between the Parties, in which case these Terms also apply, ChargePoint is not responsible for and will not be liable for, the quality of any installation services or any claim in any way relating to or resulting from such services.

Certain Products may require an onsite review and confirmation that the installation of Company's purchased Product(s) meet all ChargePoint specifications ("Commissioning"). Company's purchase of Commissioning is subject to and governed by the

terms and conditions for Commissioning, which may be found at <https://www.chargepoint.com/legal/deployment-consulting-services>.

5. **Warranties/Limitation of Liability**

A. **Warranty.** Products are covered by the terms of ChargePoint's Commercial Warranty (<https://www.chargepoint.com/legal/support-services>), which will expire two (2) years from delivery or thirty (30) months after purchase (whichever falls sooner). All applicable warranties with respect to the Products are set forth in the ChargePoint Commercial Warranty, and are hereby incorporated into these Terms.

B. **Post-Warranty Maintenance.** Company acknowledges and agrees that to obtain Warranty-related and/or other maintenance services for ChargePoint Hardware after the expiration of the Warranty-related coverage for purchased ChargePoint Hardware, Company must purchase extended warranties and/or maintenance agreements 180 days prior to the expiration of the initial Warranty from either directly from ChargePoint or an authorized ChargePoint reseller or distributor. If the initial Warranty has expired more than 180 days, then Company will need to contact ChargePoint for eligibility requirements to purchase extended warranties and/or maintenance agreements for ChargePoint Hardware.

C. **Disclaimer of Warranties.** Except as expressly provided in this Section 5, neither ChargePoint or any of its supplier makes no warranty with respect to the performance of the Products, whether express, implied, statutory or otherwise. ChargePoint expressly disclaims all other warranties, including, but not limited to, the implied warranties of non-infringement of third party rights by the Products, merchantability and fitness for a particular purpose. ChargePoint does not warrant uninterrupted or error free operation of Products.

D. **Limitation of Liability**

i. Notwithstanding anything to the contrary contained in these terms, except for a Party's indemnification obligations hereunder, in no event shall ChargePoint be liable to Purchaser for any indirect, incidental, special, consequential or punitive damages arising out of these terms or the transactions contemplated hereunder, whether for breach of contract, tort (including negligence), or otherwise, and whether or not such party or its agents have been advised of the possibility of such damages, except in case of intent or deliberate recklessness

ii. Purchaser's sole remedy for any breach by ChargePoint of its obligations or warranties under these terms shall be limited to, at ChargePoint's option, repair or replacement of those Products to which such breach is applicable or refund by ChargePoint of all or a part of the purchase price of the non-conforming Products.

E. **Warranty Exclusions.** The Warranty set forth in these Terms is subject to certain exclusions as more fully set forth in the ChargePoint Commercial Warranty. Purchaser has been informed and understands that, in the event any such exclusion becomes applicable, all representations and warranties contained in these Terms shall immediately become null and void.

F. **Exclusive Remedies.** the remedies contained in Section 5 are company's sole and exclusive remedies and are in lieu of any other rights or remedies company may have against ChargePoint with respect to non-conformity of the Products.

6. **Intellectual Property**

A. **Restrictions on Use** Purchaser shall not: (i) create derivative works based on the Products, (ii) copy, frame or mirror any part or content of the Products, (iii) reverse engineer any Product, or (iv) access the Products for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of the Products.

B. **Ownership of Intellectual Property** All right, title and interest in and to any intellectual property related in any way to the Products is, and shall remain, the exclusive property of ChargePoint and or its licensors. For these purposes, the term "intellectual property" shall mean patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

7. **General**

A. **Force Majeure.** Except for any payment obligation related to Products shipped to Purchaser under an Order, neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, epidemics, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labour conditions, earthquakes, or any other cause which is beyond the reasonable control of such Party.

B. **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

C. **Severability.** In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

D. **Assignment.** The rights and liabilities of the parties hereto shall bind and inure to the benefit of their successors, executors or administrators, provided, however, that neither ChargePoint nor Purchaser may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party in its reasonable discretion; provided, however, that Purchaser and ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, "Acquisition Transactions"); and provided further, however, that notwithstanding any Acquisition Transaction, Purchaser shall not assign these Terms to any competitor of ChargePoint without ChargePoint's prior written consent, in its sole discretion. Any attempted assignment in violation of this provision shall be void.

E. **Notices.** Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one party to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, or courier addressed to such other party or delivered to the office or email address as may be given from time to time by either of the parties.

F. **ChargePoint Entity, Governing Law and Courts.** The ChargePoint entity entering into an Order, the laws that will apply to any dispute or lawsuit arising out of or in connection with these Terms (excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law), and the courts that shall have jurisdiction over any such dispute or lawsuit, depend on where Purchaser is domiciled and are outlined below:

If Purchaser is domiciled in:	The ChargePoint entity entering into this Agreement is/are:	Governing laws are:	Courts with exclusive jurisdiction are:
Any country in Europe, other than France, Germany, Italy, Spain or the United Kingdom.	ChargePoint Network Netherlands B.V. with trade registry number 66828147 and offices at Hoogoorddreef 56E, 1101 BE, Amsterdam, the Netherlands , VAT number NL856714392B01	The Netherlands	Amsterdam, the Netherlands
France	ChargePoint Network (France) SAS with trade registry no 843873464 (RCS PARIS), and offices at 12 Place Dauphine 75001 Paris, France, VAT number FR41843873464	France	Paris, France
Germany	ChargePoint Germany GmbH with trade registry number HRB 265326 (Amtsgericht München), and offices at Atelierstr. 12, 81671 München	Germany	Munich, Germany
Italy	ChargePoint Italy S.r.l, Largo with offices at Guido Donegani 2, 20121, Milano, Italy, VAT number 12462570966	Italy	Milano, Italy
Spain	ChargePoint Spain, S.L., with offices at C/Juan de Mena 10, Madrid 28014, Spain	Spain	Madrid, Spain
United Kingdom	ChargePoint Network (UK) Ltd., with trade registry number 10789164 and offices at 2 Waterside Drive, RG7 4SW, Reading, UK	England	London, United Kingdom

i. To the extent the laws of England govern pursuant to Section 7. F. above, Section 5. D. is replaced by:

- a. (i) Notwithstanding anything to the contrary contained in these terms, except for a Party's indemnification obligations hereunder, in no event shall ChargePoint be liable to Purchaser for any indirect, incidental, special, consequential or punitive damages arising out of these terms or the transactions contemplated hereunder, whether for breach of contract, tort (including negligence), or otherwise, and whether or not such party or its agents have been advised of the possibility of such damages, except in case of intent or deliberate recklessness, death or personal injury caused by ChargePoint's negligence, fraud or fraudulent misrepresentation, or any other liability which may not be limited or excluded under applicable law..
b. The Contracts (Rights of Third Parties) Act 1999 shall not apply in relation to these Terms or any agreement, arrangement, understanding, liability or obligation arising under or in connection with these Terms and nothing in these Terms shall confer on any third party the right to enforce any provision of these Terms.
- ii. To the extent the laws of Germany govern pursuant to Section 7. F. above, Section 5. D. is replaced by:
 - a. ChargePoint shall be liable in accordance with the applicable statutory provisions (whether in contract, tort or otherwise) for damages suffered by Buyer that (i) have been caused as a result of ChargePoint, its legal representatives, its agents or auxiliaries having acted, or having failed to act where there was a duty for ChargePoint to act, in gross negligence or with willful or malicious intent (ii) have occurred as a result of a breach of a guarantee (the term "guarantee" in accordance with the applicable statutory meaning); (iii) are a result of a culpably caused death or bodily injury; and/or (iv). are subject to product liability under the German Product Liability Act.
 - b. In cases of negligence other than gross negligence, ChargePoint shall only be liable for damages that result from breaches of material contractual obligations (whether in contract, tort or otherwise). The foregoing limitation of liability shall not apply, however, where the damages result from culpably caused bodily injury or death or a breach of a guarantee. "Material contractual obligations" are such contractual obligations that, if breached, jeopardize the aim and purpose of the contract.
 - c. In cases of negligence other than gross negligence, ChargePoint's liability shall also be limited to damages that are typically foreseeable in the context of an agreement such as this Agreement. The foregoing limitation of liability shall, however, likewise not apply where the damages result from culpably caused bodily injury or death or a breach of a guarantee.
 - d. Other than in cases that fall under a (a) above., ChargePoint shall not be liable for indirect, consequential or special damages.
 - e. Other than in cases that fall under a (a) above, ChargePoint's liability shall also be limited to the greater of EUR 100,000 or the total purchase volume that Buyer has paid to ChargePoint for Charging Systems under this Agreement during the 12 month-period immediately prior to the incident that gives rise to the respective liability hereunder.
 - f. Any liability other or beyond the liability provided in (a) to (e) above is excluded.

H. Entire Agreement. These Terms and the attachments hereto constitute the entire agreement between the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each party.