

**CHARGEPOINT TERMS & CONDITIONS FOR THE PURCHASE OF GOODS & SERVICES****1. INTERPRETATION****1.1 Definitions:**

**Business Day:** a day other than a Saturday, Sunday or public holiday.

**ChargePoint:** ChargePoint Technology Limited (registered in England and Wales with company number 06751239).

**ChargePoint Materials:** has the meaning set out in clause 5.3(j).

**Commencement Date:** has the meaning set out in clause 2.3.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 16.4.

**Contract:** the contract between ChargePoint and the Supplier for the sale and purchase of the Goods or Services in accordance with these Conditions.

**Delivery date:** the date specified in the Order.

**Delivery Location:** the address for delivery of Goods as set out in the Order.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Goods:** the goods (or any part of them) set out in the Order.

**Goods Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by ChargePoint and the Supplier.

**Intellectual Property Rights or IPRs:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

**Order:** ChargePoint's order for the supply of Goods or Services, as set out in ChargePoint's purchase order form.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

**Service Specification:** the description or specification of the Services, including desired Deliverables, agreed in writing by ChargePoint and the Supplier.

**Supplier:** the person or firm from whom ChargePoint purchases the Goods.

## 1.2 Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (c) a reference to writing or written includes emails.

## 2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by ChargePoint to purchase the Goods or Services from the Supplier in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
  - (a) the Supplier issuing a written acceptance of the Order; and
  - (b) the date 5 days following receipt of the Order by the Supplier,at which point the Contract shall come into existence (**Commencement Date**).
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application only to one or the other is specified.

## 3. SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods shall:
  - (a) correspond with their description and any applicable Goods Specification, and any certifications, standards or accreditations set out in the Goods Specification;
  - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by ChargePoint expressly or by implication, and in this respect ChargePoint relies on the Supplier's skill and judgement;
  - (c) be manufactured in an environment certified to be of a minimum of any quality standards set out in the Order Form;

- (d) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months from the date of being put into operation or 35 months after delivery (whichever is sooner);
  - (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
  - (f) be delivered in suitable, environmentally-friendly packaging originating from sustainable sources.
- 3.2 The Supplier shall hold all materials, equipment and tools, drawings, specifications and data supplied by ChargePoint to the Supplier (ChargePoint Materials) for the supply of the Goods in safe custody at its own risk, maintain ChargePoint Materials in good condition until returned to ChargePoint, and not dispose or use ChargePoint Materials other than in accordance with ChargePoint's written instructions or authorisation.
- 3.3 The Supplier shall comply with all relevant laws and ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods, including but not limited to any minimum quality standards set out in the Order Form.
- 3.4 ChargePoint may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.5 In order to inspect and test the Goods, upon reasonable notice ChargePoint shall have the right to enter the Supplier's premises to:
  - (a) inspect the manufacturing facilities and equipment used by the Supplier in the manufacturing of the Goods;
  - (b) inspect and take samples of the Goods and packaging; and
  - (c) inspect stock levels of the Goods.
- 3.6 If following such inspection or testing ChargePoint considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, ChargePoint shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance with the Supplier's undertakings.
- 3.7 ChargePoint may conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### **4. DELIVERY OF GOODS**

- 4.1 The Supplier shall ensure that:
  - (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination and be stored by ChargePoint in accordance with any applicable Goods Specification;

- (b) the Goods are delivered with relevant certifications (whether or not set out in the Goods Specification), which must be legible, of original quality and either physically or digitally signed;
- (c) each delivery of the Goods is accompanied by a delivery note which shows:
  - i. the date of the Order;
  - ii. the Order number (if any);
  - iii. the type and quantity of the Goods (including the code number of the Goods, where applicable);
  - iv. special storage instructions (if any);
  - v. the shelf life of the Goods (if applicable); and,
  - vi. if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - vii. if the Supplier requires ChargePoint to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- (a) on the Delivery Date;
- (b) at the Delivery Location; and
- (c) during ChargePoint's normal business hours, or as instructed by ChargePoint.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.4 Where the Supplier delivers the Goods without complete certification or whether the certification does not meet the requirements set out in the Goods Specification, ChargePoint reserves the right to charge the Supplier an administration fee for obtaining the correct certification of £150.

4.5 The Supplier shall not deliver the Goods in instalments without ChargePoint's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle ChargePoint to the remedies set out in clause 6.

4.6 Title and risk in the Goods shall pass to ChargePoint on completion of delivery by way of acceptance of a delivery note signed by a ChargePoint employee.

## 5. SUPPLY OF SERVICES

5.1 Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to ChargePoint in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by ChargePoint.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with ChargePoint in all matters relating to the Services, and comply with all instructions of ChargePoint;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) perform the Services in accordance with any key performance indicators set out in the Services Specification;
- (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (e) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by ChargePoint;
- (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (g) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to ChargePoint, will be free from defects in workmanship, installation and design;
- (h) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of ChargePoint's premises;
- (j) hold all materials, equipment and tools, drawings, specifications and data supplied by ChargePoint to the Supplier (ChargePoint Materials) for the supply of the Services in safe custody at its own risk, maintain ChargePoint Materials in good condition until returned to ChargePoint, and not dispose or use ChargePoint Materials other than in accordance with ChargePoint's written instructions or authorisation; and
- (k) not do or omit to do anything which may cause ChargePoint to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that ChargePoint may rely or act on the Services.

## 6. QUALITY STANDARDS

In order to maintain and improve quality standards, the parties agree to work together and cooperate in respect of quality, and the parties agree to the following provisions:

- 6.1 The Supplier shall supply the Goods and provide the Services in accordance with any key performance indicators set out in the Goods Specification or Services Specification, or agreed between the parties.

- 6.2 The Supplier shall promptly notify ChargePoint of any inspections, audits or formal visits of any regulator, notified body or certification body, acting in a formal capacity, and:
- (a) upon request, the Supplier shall disclose the results of any inspections or audits, and any associated cause and corrective action; and
  - (b) the Supplier shall promptly notify ChargePoint of any inspection or audit findings that affect the safety, testing, processing or delivery of the Goods.
- 6.3 The Supplier shall have in place agreements in respect of quality with all third parties suppliers to be used for the production, packaging, testing and delivery of the Goods. Upon request, the Supplier shall provide a copy of any such agreements to ChargePoint.
- 6.4 The Supplier shall maintain a working environment for the manufacture and storage of the Goods that is:
- (a) suitable for the manufacture of products of the nature of the Goods;
  - (b) free from contamination of the Goods;
  - (c) certified to be a minimum of any quality standards set out in the Order Form;
  - (d) regulated by procedures to ensure quality standards and the monitoring, maintenance, adjustment and inspection of any conditions reasonably expected to have an adverse effect on product quality;
  - (e) subject to baseline standards in respect of its cleaning process;
  - (f) subject to a validation process for any computers, software or automated methods as part of the production process of the Goods;
  - (g) subject to procedures to ensure the production of valid results from any monitoring or measuring equipment, including calibration, adjustment, cleaning and other maintenance; and
  - (h) subject to procedures to control storage areas and stock rooms to prevent mix-ups, damage, deterioration, contamination or other adverse effects to the Goods. The Supplier shall ensure that all Goods are stored to facilitate proper stock rotation and that the Goods are retrieved from stock using "First In, First out" ("FIFO") methodology.
- 6.5 The Supplier shall notify ChargePoint of any intended change to:
- (a) their general specification for any of the Goods or Services;
  - (b) their manufacturing processes;
  - (c) their manufacturing premises;
  - (d) the raw materials used in production of the Goods.
  - (e) the packaging configuration of the Goods;
  - (f) the storage conditions of the Goods;

- (g) the retest date or expiry date of the Goods; or
  - (h) the outsourcing of any manufacturing, testing or storage of any Goods.
- 6.6 The Supplier shall keep all documentation in respect of quality of the Goods for a period of 5 years after delivery of the Goods.
- 6.7 In order to remain competitive within the relevant market and to deliver the highest quality on time, as well as to achieve productivity targets, the Supplier shall continuously look to improve its processes and have quality management systems in place.
- 6.8 ChargePoint shall be entitled to perform an audit of the Supplier's premises by giving at least 24 hours prior notice, in order to determine whether the Supplier's quality assurance measures are suitable to meet ChargePoint's requirements as set out in this Contract.
- 6.9 Upon the request of ChargePoint, the Supplier shall promptly carry out audits of the premises of its own suppliers in the presence of a ChargePoint representative to ensure quality standards throughout the supply chain.
- 6.10 The Supplier shall be informed of the results of any audits carried out in accordance with Clauses 6.8 and 6.9. Should any audit reveal that quality assurance systems of the Supplier or of any of its suppliers fails to meet ChargePoint's requirements as set out in this Contract, without prejudice to any remedies that ChargePoint may have, the Supplier agrees to promptly draw up and implement a corrective action plan, including but not limited to key performance indicators that the Supplier shall manufacture and / or supply the Goods and provide the Services in accordance with.

## 7. REMEDIES

- 7.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, ChargePoint shall, without limiting its other rights or remedies, have one or more of the following rights:
  - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
  - (c) to recover from the Supplier any costs incurred by ChargePoint in obtaining substitute goods and/or services from a third party;
  - (d) where ChargePoint has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier;
  - (e) to charge an administration fee for ChargePoint's time and expense in dealing with late Goods of £200 per late delivery; and
  - (f) to claim damages for any additional costs, loss or expenses incurred by ChargePoint which are in any way attributable to the Supplier's failure to meet such dates.



7.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, ChargePoint shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by ChargePoint in obtaining substitute goods from a third party;
- (f) to charge an administration fee for ChargePoint's time and expense in dealing with non-conforming Goods of £200 per non-conformity raised; and
- (g) to claim damages for any additional costs, loss or expenses incurred by ChargePoint arising from the Supplier's failure to supply Goods in accordance with clause 3.1, including but not limited to any liquidated damages imposed upon ChargePoint by any customer of ChargePoint due to the Supplier's failure to provide the Goods and / or Services by the applicable date or to the required standard.

7.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

7.4 ChargePoint's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

## **8. CHARGES AND PAYMENT**

8.1 The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's order acknowledgement; and
- (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by ChargePoint. No extra charges shall be effective unless agreed in writing and signed by ChargePoint.

8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by ChargePoint, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of Goods, the Supplier shall invoice ChargePoint on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice ChargePoint on completion of the Services. Each invoice shall include such supporting



information required by ChargePoint to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, ChargePoint shall pay the invoiced amounts within 60 days of the date of a correctly rendered invoice or such other period as may be set out in the Order Form to a bank account nominated in writing by the Supplier.
- 8.5 All amounts payable by ChargePoint under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to ChargePoint, ChargePoint shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6 If ChargePoint fails to make any payment due to the Supplier under the Contract by the due date for payment, then ChargePoint shall pay interest on the overdue amount at the rate of 1% per annum above Svenska Handelsbanken AB (publ)'s base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. ChargePoint shall pay the interest together with the overdue amount. This clause shall not apply to payments that ChargePoint disputes in good faith.
- 8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow ChargePoint to inspect such records at all reasonable times on request.
- 8.8 ChargePoint may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to ChargePoint against any liability of ChargePoint to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## **9. CHARGEPOINT MATERIALS AND INTELLECTUAL PROPERTY**

- 9.1 The Supplier acknowledges that all ChargePoint Materials and all rights in ChargePoint Materials are and shall remain the exclusive property of ChargePoint. The Supplier shall keep ChargePoint Materials in safe custody at its own risk, maintain them in good condition until returned to ChargePoint, and not dispose or use the same other than in accordance with ChargePoint's written instructions or authorisation.
- 9.2 The Supplier acknowledges that ChargePoint's Intellectual Property Rights, including but not limited to the IPR in the Goods Specification and the Service Specification, are and remain the exclusive property of ChargePoint or, where applicable, the third party licensor from whom ChargePoint derives the right to use them.
- 9.3 In respect of the Goods and any goods that are transferred to ChargePoint as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to ChargePoint, it will have full and unrestricted rights to sell and transfer all such items to ChargePoint.

- 9.4 The Supplier assigns to ChargePoint, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 9.5 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 9.6 The Supplier shall, promptly at ChargePoint's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as ChargePoint may from time to time require for the purpose of securing for ChargePoint the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to ChargePoint in accordance with clause 9.4.

## **10. INDEMNITY**

- 10.1 The Supplier shall keep ChargePoint indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by ChargePoint as a result of or in connection with:
- (a) any claim made against ChargePoint for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - (b) any claim made against ChargePoint by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
  - (c) any claim made against ChargePoint by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 10.2 This clause 9.2 shall survive termination of the Contract.

## **11. INSURANCE**

During the term of the Contract and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on ChargePoint's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 12. CONFIDENTIALITY

- 12.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 12.2 This clause 12. shall survive termination of the Contract.

## 13. TERMINATION

- 13.1 Without limiting its other rights or remedies, ChargePoint may terminate the Contract:
- (a) in respect of the supply of Services, by giving the Supplier 14 days' written notice or such other period as may be set out in the Order Form; and
  - (b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. ChargePoint shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 13.2 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- (a) Without limiting its other rights or remedies, ChargePoint may terminate the Contract with immediate effect by giving written notice to the Supplier if:
  - (b) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
  - (c) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

- (d) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business
- (e) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (f) the Supplier's financial position deteriorates to such an extent that in ChargePoint's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (g) there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010).

13.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

13.4 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

## **14. EFFECT OF TERMINATION**

14.1 On termination of the Contract, the Supplier shall promptly:

- (a) return to ChargePoint all Deliverables (whether or not then complete), equipment, materials, documents and property belonging to ChargePoint that ChargePoint had supplied to it in connection with the supply and purchase of the Goods or Services under the Contract, and any Goods to which ChargePoint is entitled that are in the Supplier's possession or control;
- (b) return to ChargePoint all documents and materials (and any copies) containing ChargePoint's confidential information;
- (c) erase all ChargePoint's confidential information from its computer systems (to the extent possible); and
- (d) on request, certify in writing to ChargePoint that it has complied with the requirements of this clause 14.1.

## **15. FORCE MAJEURE**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this Contract by giving 14 days' written notice to the affected party.

## **16. GENERAL**

16.1 Assignment and other dealings

- (a) ChargePoint may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
  - (b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of ChargePoint.
- 16.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of ChargePoint. If ChargePoint consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 16.3 **Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by ChargePoint.
- 16.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
  - (a) waive that or any other right or remedy; or
  - (b) prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 16.7 **Notices.**
  - (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
  - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

- 16.8 **Third party rights.** No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.
- 16.9 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 16.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).