

GENERAL TERMS & CONDITIONS

Sales

01-09-2020

1. Definitions

Supplier: EBUSCO B.V.

Purchaser: any party who Purchases Product(s) from Supplier

Parties: Supplier and Purchaser

Product(s): Ebusco Vehicle(s), Chargers and/or Part(s) to be delivered by the Supplier to the Purchaser, as defined in the Purchase Order and/or Supply Agreement.

Services: Services to be delivered by the Supplier to the Purchaser, as defined in the Purchase Order and/or Supply Agreement.

GTCS: these general terms and conditions of sales of Supplier

Purchase Order: written order placed by Purchaser

Supply Agreement: a separate Agreement concluded between Supplier and Purchaser for the purchase and sale of Product(s) and/or Services from Supplier.

Delivery: the delivery of Product(s) as defined under conditions 5.1 to 5.7.

Quotation: a quote or offer issued by Supplier to Purchaser for the sale and/or Delivery of Product(s) and/or Service(s).

Order Confirmation: an written notice to confirm the Purchase Order from Purchaser has been accepted by Supplier.

Vehicle(s): the electric vehicle(s) sold by Supplier to Purchaser.

Part(s): Part(s) for the Product(s) sold by Supplier to Purchaser.

Exchange parts: Parts that are replaced by Supplier after the reporting of a failure.

Original parts: Parts that are sold and supplied by Ebusco B.V.

Software: the programs and other operating information used by a computer in order to operate the Product(s).

2. General

2.1 These general terms and conditions apply to all requests for proposals, Quotations, offers and/or any other Agreement or document whereby Supplier sells Product(s) and/or Services to Purchaser. The provisions of the GTCS are the sole provisions applicable to the sale of a Product and/or Service and prevails over any other document. Any other terms and conditions that are inconsistent with these terms and conditions are hereby explicitly rejected and are not applicable unless agreed in writing.

2.2 In case of multiple languages the English version of the GTCS prevails in case of any contradiction in translation and/or interpretation of the content.

2.3 Supplier is entitled to amend or supplement the GTCS. Such amendment to these GTCS will become effective and binding immediately after notice of such has been given to Purchaser.

3. Quotations and Orders

3.1 All proposals, Quotations, offers and/or any other Agreements or document are without obligation and are revocable for Supplier, even if these contain an established period of acceptance.

3.2 An Agreement is concluded between the Parties and is binding if Supplier has signed an offer and/or provided an Order Confirmation.

The Agreement between Parties is binding if Purchaser performs actions from which it may be inferred that an Agreement has been concluded. The Supplier shall provide Purchaser with an Order Confirmation in writing.

3.3 Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4. Price and Payment

4.1 The price of the Product(s) will be the price set out in the Supplier's written acknowledgement of the Purchase Order and the price for Parts and/or Services will be as agreed between the Parties. The price is always in euro (unless explicitly agreed otherwise in writing) and is exclusive of any costs of packaging and carriage, VAT and any other applicable sales tax or duty which will be added to the sum in question.

4.2 If the Purchase Order amount is below € 250,- Supplier has the right to charge administration costs and will notify such accordingly.

4.3 The payment terms shall be 14 calendar days following the date of the invoice (unless explicitly agreed otherwise in writing).

4.4 Any packaging provided by the Supplier which is returnable, but not returned to the Supplier within 30 days following Delivery, at request of Supplier will be charged to the Purchaser. Any costs that come as result of the return of such packaging shall be at the expense of Purchaser.

4.5 The Purchaser shall pay Supplier no later than upon the Delivery of the Product(s) and/or Service(s) unless agreed otherwise in writing. Upon Supplier's request, the Purchaser shall make an advance payment or an instalment and/or provide a bank guarantee or letter of credit to ensure that the Purchaser shall comply with its obligations to Supplier.

4.6 If any sum payable under the contract is not paid when due, then, without prejudice to the company's other rights under the Purchase Order that sum will bear interest from the due date until payment is made in full, both before and after any judgement, at 4%.

5. Delivery of Product(s)

5.1 Unless otherwise agreed in writing, the Delivery of the Product(s) shall take place at the Purchaser's premises.

5.2 Delivery dates and other deadlines issued or agreed by Supplier are not binding for Supplier and shall (I) depend on the information known to the Supplier at the moment that Supplier concluded the Agreement and (II) are based on timely Delivery of the materials and/or parts ordered from sub-suppliers and (III) on time Delivery of any information and/or materials required from Purchaser for the completion of the Product(s). In case Purchaser does not fulfil such timely, Supplier shall not be accountable for a possible delay in Delivery.

- 5.3 Delivery of Product(s) shall be at a time and date agreed between the Parties. If the Purchaser fails to take Delivery, or fails to provide any necessary documentation for such Delivery, the Product(s) will be deemed to have been delivered and the Supplier, without prejudice to its other rights, may at its option store or arrange for storage of the Product(s) until actual Delivery or sale to a third party, and charge the Purchaser for all related costs and expenses.
- 5.4 Any delay in Delivery or performance will not entitle the Purchaser to cancel the Purchase Order.
- 5.5 Delivery takes place in accordance with the incoterm as stated in the Purchase Order and/or Supply Agreement.

6. Maintenance and Repair(s)

- 6.1 The Supplier will carry out Service(s) for which instructions have been given by the Purchaser, but reserves the right to carry out any Service(s) to the other components the necessity of which only becomes apparent, and/or which would affect the safe operation of the Product(s) if not carried out. The Supplier will give the Purchaser an estimate of the likely cost of such additional Service(s) but such estimates are not to be regarded as binding and the Supplier reserves the right to perform the Service(s) in the manner it thinks is most suitable. The Purchaser agrees to pay for such additional Service(s).
- 6.2 Where in order to carry out Services the Supplier reasonably requires further instructions and/or information from the Purchaser, including but not limited to information about the construction, use and history of the Product(s) or part being serviced, and where the Purchaser does not provide such instructions and/or information as soon as reasonably practicable, then the agreed Delivery date shall be deemed delayed by a period equal to that which elapsed between the Supplier requesting the further instructions and/or information and the Supplier receiving such instructions and/or information.
- 6.3 If Part(s) of Product(s) are replaced – e.g. due to a repair – then the replaced Part(s) become Supplier property and the Purchaser has no right to any form of compensation.
- 6.4 The Purchaser acknowledges and agrees that for the safe and proper operation of the Product(s) sold by the Supplier, it is of utmost importance that the Suppliers Product(s) are being maintained and used in accordance with the relevant documentation issued by the Supplier.
- 6.5 Purchaser undertakes to make sure the Maintenance and Repair(s) of the Product(s) will only be executed by a sufficient number of appropriately experienced, qualified and trained professional service personnel with all due skill, care and diligence with the highest professional standards. Purchaser will also make sure that the use of the Product(s) will only be allowed to people duly informed about and in possession of the Supplier's relevant users instructions. Unless agreed otherwise in writing, the Purchaser is only allowed to use Original Ebusco Part(s) for Maintenance and/or Repair(s), and make use of Supplier selected Service Partners for the Supplier

Product(s). If the Purchaser fails to comply, all warranty obligations of the Supplier are nullified on first notice.

- 6.6 After the Delivery of an Exchange Part, Supplier shall invoice Purchaser at all times. Purchaser is obliged to return the equivalent number of Part(s) to Supplier, in order to receive a credit note from Supplier to cover the costs that came as result of the Repair(s).
7. Warranty and Claims
- 7.1 The Purchaser must inspect the Product(s) immediately upon Delivery. Any damage following transport must be immediately reported to the courier and to the Supplier within 24 hours after the Delivery of the Product(s) at the destination. Small deviations or of the type considered normal within the business sector – in terms of wear, tear, and/or quality, number, colour, scale, weight, finish, etc. - shall constitute no reason for a valid claim.
- 7.2 Non-conformities and/or deviations that are reported after the agreed timeframe as mentioned in article 7.1 shall be considered as invalid and Supplier may not be held liable for such claims.
- 7.3 The reporting of damages, non-conformities and deficiencies will not relieve the Purchaser from its obligation to timely pay the price for the relevant Product(s). Therefore, the Purchaser is not allowed to suspend and/or offset payment of any amount.
- 7.4 The reporting of non-conformities must contain a complete and specific description of the defect/shortcoming/failure, in accordance to Supplier's procedure, including pictures, so that the Supplier can respond appropriately.
- 7.5 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, and/or any wilful damage, negligence, subjection to abnormal conditions, failure to follow the Supplier instructions (whether verbal or in writing), misuse or alternation of the Product(s) without the Supplier's approval, or any other act or omission on the part of the Purchaser, its employees or agents or any other third party.
- 7.6 Purchaser shall, at the request of Supplier provide all information necessary (e.g. Root cause analysis or failure reports) regarding the delivered Product(s).
- 7.7 Service Exchange parts replaced by Supplier do not bear an extended warranty period, hence the warranty conditions of the original Part(s) remain applicable at all times, unless explicitly agreed otherwise in writing.
8. Liability
- 8.1 The Supplier's liability to compensate damage under any Agreement, is limited to the amount that the Supplier's liability insurance company actually pays out.
- 8.2 The Supplier is not liable towards Purchaser for indirect or consequential damages of any kind whatsoever, such as but not limited to loss of profit, loss of revenue, loss of expected savings, loss of income, rent or holding costs, opportunity costs, loss of information and/or data, loss of business (including loss or reduction

of goodwill or opportunity), damage to reputation (regardless of whether any or all of these things are considered to be indirect or consequential losses or damage), third-party claims.

8.3 The Supplier is not liable for third-party claims related to Product(s) delivered by the Purchaser to a third party in which a Product is processed.

9. Termination and/or Cancellation

9.1 (for convenience) the Supplier may cancel the Purchase Order and/or Supply Agreement for convenience, taking into account a notice period of one (1) month. The termination of the contract howsoever arising is, is without prejudice to the rights, duties and liability of either party accrued prior to termination.

9.2 (for cause) Supplier may terminate the Purchase Order and/or the Supply Agreement immediately, with full compensation from Purchaser to Supplier in the case: (I) Purchaser is filed under a bankruptcy act or Supplier has reason to believe Purchaser will be filed under such or if there is an assignment for the benefit of creditors and/or (II) Purchaser fails to perform or breaches multiple obligations under the GTCS, Purchase Order and/or Supply Agreement, and Purchaser has not followed up the notice of Supplier.

9.3 No Purchase Order which has been accepted or acknowledged by the Supplier with a Order Confirmation may be cancelled by the Purchaser except with the Agreement in writing of the Supplier. Notwithstanding the Supplier's Agreement to the cancellation, the Purchaser shall fully indemnify the Supplier in the event of cancellation, in full against any or all losses (including consequential loss and loss of profit), costs (including the cost of all labour and materials used and including the cost of cancellation of any third party orders place by Supplier in order to fulfil the contract, transportation and warehousing costs), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

10. Intellectual Property

10.1 The Parties acknowledge that Supplier has developed certain specialized technology, including, without limitation, designs, discoveries, inventions, the Software, Product(s), procedures, drawings, notes, documents, information and materials (herein after referred to as 'Supplier Technology') that it is willing to use in connection with the design and/or manufacturing of the Product(s) or incorporate into the Product(s) as agreed upon in the Order Confirmation and/or Supply Agreement. Supplier will at all times remain the owner of all patents, copyrights, trademarks, trade secrets, know-how, inventions, and works of authorship constituting the Supplier Technology which may be embodied in the Product(s) and Software and their methods of use, function and manufacture.

10.2 The Purchaser indemnifies and undertakes to hold Supplier free and harmless from and against any demand and/or claim, cost and expense, whether for direct and/or indirect costs or consequential damages incurred in connection with such legal action in any

jurisdiction in relation to any actual or alleged infringement of intellectual property rights flowing from the Delivery and/or use of the Product(s).

10.3 Supplier may make available to Purchaser for the execution if the Purchase Order and/or Supply Agreement drawings and/or other documentation which Purchaser may need to use for the sole purpose of and the duration of the production of the Product(s). Purchaser is explicitly not entitled to exploit such documentation/information in any other way or to make them available or to disclose them to any third party without the prior written consent of Supplier.

11. Force Majeure

11.1 Neither party shall be liable for the non and/or late performance of any of its obligations where such were caused by force majeure.

11.2 Force Majeure shall mean any unforeseen and uncontrollable act or occurrence which has the effect of preventing a party from performing its obligations. These acts or occurrences of force majeure are blockages, earthquakes, fires, floods, wars or terrorist attack, pandemic, riots, sabotage, exclusions, embargo, strikes, lockouts, legislative changes and other governmental measures, interruptions of the power supply, machine disruption or loss damage during transport, or other acts of God, which the Parties could not reasonably have foreseen at the moment of the Agreement's conclusion and as a result of which the other party cannot reasonably demand normal performance of the Agreement.

11.3 In the event a party experiences a Force Majeure event, it shall immediately when becoming aware of such occurrence, notify the other party in writing including a detailed description, possible duration and effect of the Force Majeure. It shall further minimize the negative effects of the Force Majeure.

11.4 In case the event of the period of Force Majeure exceeds 90 days, the Supplier has the right to terminate the Agreement by means of written notification. Whatever has already been performed in accordance with the Agreement must in that case be settled proportionally. After such termination of the Agreement by the Purchaser, the Supplier has the right to compensation of those costs that the Supplier has incurred and for the work the Supplier has performed, including repairs and maintenance, only to the extent that the Purchaser has benefited from the work activities.

11.5 If the performance of the Agreement is made impossible because of activities or omissions on the part of the Purchaser, then the Supplier is entitled to the amount of the agreed price, plus all additional costs, minus the costs saved as a consequence of not finishing the agreed work.

12. Confidentiality

12.1 Purchaser shall at all times during the execution of the Purchase Order and/or Supply Agreement and for an unlimited period thereafter keep any information and/or details of the Purchase Order

and/or Supply Agreement (including but not limited to Supplier Technology) as received from Supplier strictly confidential at all times and will not, in any case, disclose any of such information with any third party without the prior written consent of Supplier.

- 12.2** Purchaser shall not make an announcement or publicity nor shall it use the Supplier's name and/or logo without first obtaining Supplier's prior written consent.
- 12.3** The confidentiality obligations will survive completion or early termination of the Purchase Order and/or Supply Agreement.

13. Assignment

- 13.1** Supplier is entitled to assign and/or transfer all parts of the rights and obligations under the Purchase Order and/or Supply Agreement to a third party.
- 13.2** The Purchaser shall not assign and/or otherwise assign and/or transfer all or parts of the rights and obligations under the Purchase Order and/or Supply Agreement to any third party without the prior written consent of Supplier.

14. Transfer of Title and Risk

- 14.1** Title of ownership to the Product(s) shall pass from Supplier to the Purchaser after receipt of full payment of the Purchase Order. The risk over the Product(s) shall pass from Supplier to Purchaser at the moment of Delivery as mentioned in article 5.1, 5.3 and 5.7.

15. General Data Protection Regulations

- 15.1** Where Purchaser processes Personal data pursuant to any Purchase Order and/or Supply Agreement it shall act as data processor of Supplier. Purchaser acknowledges that Supplier may process data as a data controller or as data processor for the benefit of and as instructed by Supplier customers.
- 15.2** Purchaser will duly observe all its respective obligations under the applicable Data Protection Laws, including but not limited to the EU Data Protection Directive 95/46/EC and the General Data Protection Regulation (and any amendments thereto), and any local legislation implementing the Directive in the country where Parties or its Affiliates are established.
- 15.3** Purchaser shall not process any data other than in accordance with Supplier's instructions and process Personal data only to the extent necessary to carry out the assigned Service(s) and for the purposes as set out in the Purchase Order and/or Supply Agreement.

16. Use of Data

- 16.1** Purchaser understands that Information about the use of the Vehicle(s) by Purchaser is of great importance for Supplier in order to assess whether the Vehicle(s) are suitable in all aspects for the nature of their use as well as to assess how the quality and / or efficiency of the Vehicle(s) can be improved.

- 16.2** Supplier acknowledges Purchaser's need to collect data (not covered by Ebusco's IP) generated by the Vehicle(s) during its use and transfers it (for a fee) to Purchaser. Purchaser also acknowledges the need of Supplier to have information that can guide to further development of the Vehicle(s) in the future.

- 16.3** In light of the joint advantage in knowledge development in which both Purchaser and Supplier can benefit from, Parties shall determine the need for data as well as its further development into information for either Party.

17. Ethical code of conduct

- 17.1** Purchaser shall use the highest ethical business standards when conducting its business in all respects. In this context, the Purchaser undertakes to conduct its business in full compliance with applicable legislation and generally accepted (international) norms and regulations; to refrain from any form of discrimination within its company or with regard to its subcontractors and will:
- Ensure the safety of its personnel and that of third Parties involved;
 - Employ only employees in accordance with applicable law and regulations;
 - Refrain from using child labour or any other form of forced or compulsory labour in accordance with the International labour organization's standards;
 - Respect the environment when using and disposing or recycling of Product(s) and minimizing any negative impact on the environment in compliance with all relevant national, European and International Standards relating to environmental and public health legislation;
 - Respect all the tax duties in the country where the Purchaser is active and/or residing.

18. Governing Law

- 18.1** The GTCS will exclusively be governed and construed in accordance with the laws of The Netherlands.
- 18.2** The UN Convention on Contracts for International Sale of Goods (CIGS, Vienna, 1980), nor any future international regulation for the sale of movable goods are applicable to these general terms and conditions or to any Offers, Orders, Order confirmations, Agreements, warranty conditions or other legal relationships to which these general conditions apply either completely or partially.
- 18.3** In the event that a dispute arises between Parties, Parties shall attempt to resolve such issue in an amicable manner. If the dispute remains unresolved for a period of thirty (30) calendar, either part shall be entitled to refer the dispute to be settled with the court of Oost-Brabant which shall have exclusive jurisdiction.