

ECOTAP B.V. GENERAL TERMS AND CONDITIONS OF DELIVERY

AS FILED WITH THE DUTCH CHAMBER OF COMMERCE ON [29-11-2024]
UNDER NUMBER 54694949

1. Definitions

- 1.1** In these General Terms and Conditions the following terms have the following meanings:
Customer: The natural person or legal entity to whom Ecotap provides Products or for whom Ecotap performs Services;
General Terms and Conditions: These General Terms and Conditions governing the provision of Products and Services by Ecotap;
Cloud Services: The online services that Ecotap provides in the context of using the Products, including the website(s), apps and application(s);
Services: All services provided by Ecotap, such as maintenance, installation and service activities as well as the Cloud Services, either jointly or separately. Ecotap may, if appropriate, engage a subcontractor for (part of) the Services;
Ecotap: This refers to the Ecotap B.V. entity;
Charging Pass: A key, pass or drop that can be used to access the Product and pay for a charging session. The Charging Passes accepted by Ecotap can be found on the website www.ecotap.nl;
Legrand Group: The group of which Ecotap is part;
Quotation: Any offer, price list, order form or quote from Ecotap, including for the purpose of selling Products or providing Services;
Agreement: The (framework) agreement concluded between Ecotap and the Customer to provide Products or Services by Ecotap to the Customer;
Products: The items offered and/or manufactured by Ecotap, consisting of, among others, fast chargers, dual chargers, home chargers and the Loading Passes, together or separately.

2. Applicability and precedence

- 2.1** These General Terms and Conditions apply to all Quotations and Agreements - concerning the provision of Products and/or the performance of Services by Ecotap - between the Customer and Ecotap, unless otherwise agreed in writing and expressly.
- 2.2** Ecotap does not accept the application by the Customer of its own general terms and conditions, under any name, or any changes made by the Customer to the Quotation.
- 2.3** These General Terms and Conditions are available in several languages. In case of ambiguities and differences in interpretation and/or explanation between the various versions of these General Terms and Conditions, the Dutch text of the General Terms and Conditions will take precedence at all times.

- 2.4** Ecotap reserves the right to supplement and/or modify the General Terms and Conditions at any time.
- 2.5** In the event that the Agreement deviates from these General Terms and Conditions in terms of content, the content of the Agreement prevails.
- 2.6** Deviations from these General Terms and Conditions are only legally valid if agreed in writing.
- 2.7** Unless expressly stated otherwise, the term 'in writing' in these General Terms and Conditions also means 'by e-mail'.

3. Formation of the Agreement

- 3.1** All Quotations of Ecotap are without obligation and apply for a maximum of 30 (thirty) days, unless otherwise agreed in writing.
- 3.2** Verbal commitments by and agreements with Ecotap's subordinates will not bind Ecotap until they have been confirmed in writing by an authorised person.
- 3.3** The Agreement will only be concluded when Ecotap has either confirmed a customer's assignment in writing and explicitly, or has begun its execution. If the Agreement is laid down in a written (framework) agreement to be signed by both Ecotap and the Customer, the Agreement will only be concluded after both Ecotap and the Customer have signed.
- 3.4** The Customer cannot be bound to a Quotation if it knows or reasonably should have known that the Quotation issued by Ecotap contains an obvious (qualitative or quantitative) mistake or typographical error.
- 3.5** Quotations do not automatically apply to future and/or follow-up orders.
- 3.6** A composite Quotation does not require Ecotap to perform part of the assignment at a corresponding part of the specified price.
- 3.7** If Ecotap Quotations are based on the information provided by the Customer, the Customer will ensure that it has provided all the essential information for the order in a timely and true manner. Ecotap cannot be held liable for the information provided by the Customer or missing information that the Customer reasonably had to understand was necessary.
- 3.8** Changes and reservations regarding acceptance of the Quotation, even if of a minor nature, do not bind Ecotap unless it expressly agrees in writing.

4. Fee

- 4.1** The prices stated by Ecotap are in euro and exclude VAT, transport and other levies and government charges. Prices of the Products do not include Services and charges for power consumption. Prices include packaging costs.
- 4.2** Prices of the Products are in principle based on delivery ex works Boxtel/the Netherlands

(Incoterms 2020). The Ecotap transportation costs table applies.

- 4.3** Due to demonstrable changes in price determinants after the date of the offer, which in any case includes the raw materials and wages, Ecotap is entitled to adjust the prices of the Products and Services at any time.
- 4.4** If no specific price has been expressly agreed, the prices will apply according to the Ecotap price list in force at the time of delivery.

5. Order, delivery and transfer of risk

- 5.1** Ecotap may make partial deliveries and, in connection with this, may send partial invoices.
- 5.2** Ecotap will endeavour to ensure that all images, drawings, measurements and weights and all other information contained in promotional material and on the Ecotap website are displayed correctly. However, this obligation of Ecotap does not in any case constitute an obligation of result.
- 5.3** The mode of transport and packaging is determined by Ecotap. Unless otherwise agreed, each delivery of the Products will include packaging owned by Ecotap. Ecotap reserves the right to charge the Customer for the packaging. Cardboard, paper and similar packaging material will not be taken back.
- 5.4** Unless otherwise expressly agreed in writing, the Products are delivered ex works Boxtel/the Netherlands (Incoterms 2020). Deliveries to delivery addresses other than agreed delivery addresses may incur additional charges. The goods will be delivered by Ecotap on, or sent for delivery to, the agreed place or places in the manner specified in the order or subsequently agreed in writing.
- 5.5** The Customer is obliged to purchase the Products within six (6) months after Ecotap has received the order concerning the delivery of the relevant Products from the Customer. In the event that Customer does not purchase (in good time) the Products offered for delivery in accordance with the Agreement for any reason, all costs incurred by Ecotap in connection with it and any further costs of transport and storage will be borne by the Customer. These Products will be considered delivered. Any storage by Ecotap will take place for the account and risk of the Customer.
- 5.6** Delivery periods are a global indication and never a firm deadline, unless otherwise expressly agreed in writing. Exceeding the delivery period never gives right to dissolution or compensation on any ground.
- 5.7** If the Customer exports Products supplied by Ecotap abroad, the Customer will comply with all applicable national and international export laws and regulations. The Customer will indemnify Ecotap for all third party claims arising from non-compliance with national and international export regulations.

6. Products

- 6.1** The Customer must handle the Products and the associated Services with due care and vigilance, and use them in accordance with Ecotap's

instructions. In addition, the Customer must refrain from any unauthorised use of the Products.

- 6.2** The charging capacity and charging time of the Product depends on several external factors that Ecotap does not affect, including the chosen charging mode, the type and model of vehicle, the vehicle charging rate, the state of charge (SOC) of the battery, the connection in your meter box and the charging cable.
- 6.3** The Product must be connected for proper operation. The Customer is responsible for this and warrants at its own expense and risk that all supplies are in accordance with the specifications for the installation and proper operation of the Product, which are supplied with the Product. This includes a working connectivity connection such as ethernet, mobile data or WiFi (if applicable).
- 6.4** The Customer also warrants that all required licenses and permits are in place and acts in accordance with all applicable laws and regulations.
- 6.5** The Customer may request Ecotap to make (non-)technical and (non-)functional changes to the Product, including changing the colour, applying stickers or logos, placing SIM cards or configuring the controller. Ecotap is entitled to reject the Customer's request at any time.
- 6.6** Ecotap is entitled to update the firmware version of the Product at its sole discretion and on its own initiative – remotely or on-site. Ecotap will endeavour to inform the Customer in advance of the update in a timely manner. Under no circumstances is Ecotap required to update the firmware free of charge.

7. Installation

- 7.1** In principle, the Customer will always take care of the installation of the Product. In exceptional cases, Ecotap may choose to take care of the installation of the Product. In that case, the provisions of this article apply. Ecotap may refuse to provide the installation of the Product at any time.
- 7.2** Ecotap will schedule an appointment and communicate a date to the Customer following a request for installation. If the Customer wants to reschedule, it should contact Ecotap as soon as possible, but no later than 3 working days before the appointment. The appointment will then be rescheduled.
- 7.3** Additional requirements apply to the location of the Product. The Product can only be installed in a location that meets the applicable requirements as set out in the project quote/agreement, specifications and user manual. The Customer must ensure adequate on-site preparation for installation.
- 7.4** The Services of Ecotap with respect to the work should be considered as delivered if the work has been put into service or if the Customer has (tacitly) approved the work. If no or no timely claim is submitted in accordance with these General Terms and Conditions, the work will also be deemed to have been delivered by the tacit

approval of the Customer. Minor defects, which can be easily remedied (in Ecotap's opinion), will not be a valid reason for withholding approval, provided that they do not prevent the work from being put into service.

- 7.5** The Customer warrants that it has the required cooperation and approvals (such as permits, dispositions and permission from the competent authorities or the building owner) required for the performance of the Services in good time, at least before the start of the installation. Also, the Customer will grant Ecotap timely access to the building and/or the site where the work will be carried out.
- 7.6** The Customer will provide the necessary connection possibilities for electricity and connectivity, among other things, in a timely manner. If Ecotap does not have timely access to the aforementioned items, the installation may be delayed and any additional costs will be borne by the Customer.
- 7.7** The Customer is aware that any excavation and paving work is not carried out by a specialised paving contractor. Excavation and/or paving will be carried out on the basis of a best-efforts obligation. The integrity of the work carried out is only at Ecotap's discretion. If the Customer wishes to engage a paving contractor itself, at its own expense, the Customer must indicate this to Ecotap in good time and must engage the paving contractor on its own initiative in a timely manner.
- 7.8** The Customer is required to make available containers to Ecotap at its own expense, for, among other things, released debris and (construction) waste, including used packaging material, tools and equipment, residual material and consumables. If necessary and after consultation, the Customer will make available lifting equipment at its own expense and will also guarantee that all required related permits are available.
- 7.9** If a fixed price has been agreed for the installation, Ecotap will inform the Customer of the price changes that will be charged for the installation in the event of any required or desired changes or extensions. If reasonably possible, Ecotap will inform the Customer of the amount of the price change. In the event of a change or extension, the time at which the work will be completed will be postponed accordingly. In that case, Ecotap is entitled to charge the additional costs.
- 7.10** Unless expressly agreed otherwise, the Customer is obliged to take out CAR insurance, which must include cover for Ecotap.
- 7.11** Apart from the coordination of the third parties it employs, Ecotap does not have any coordination responsibility for the work.

8. Cloud Services

- 8.1** The Cloud Services are included as standard with the purchase of the Product. For two years from the date of invoice of the Product, the Cloud Services will be deemed to be included in the price for the purchase of the Product. The Cloud Services are made available to the Customer through a user license.

- 8.2** Upon expiration of this two-year period mentioned in the previous paragraph, the license for the Cloud Services may be repeatedly renewed in subscription form at a fee of 3 years (hereafter: 'Subscription'). The Subscription can be indexed by Ecotap twice a year. The Subscription may be cancelled with one month's notice, starting from the end of each calendar month.
- 8.3** If the Customer does not wish to use the Cloud Services, the Customer will have the right to object to the provision of the Cloud Services within 14 days of the purchase of the Product. If the Customer fails to object within the aforementioned period, consent to the provision of the Cloud Services will be deemed to have been given. The Customer is aware that if it does not purchase the Cloud Services, Ecotap cannot, under all circumstances, provide the necessary (remote) services, for the purpose of diagnosis as well as potential resolution of charging station disruptions.
- 8.4** In order to use the Cloud Services, there must be a working connectivity connection, such as ethernet, WiFi or mobile data. The responsibility for having a working connectivity connection is entirely with the Customer. Ecotap can provide SIM cards with mobile data at the request of the Customer.
- 8.5** Ecotap will work to ensure the precision, completeness and accuracy of the information displayed and made available through its Cloud Services.
- 8.6** In the event of maintenance, repairs, upgrades or network or equipment failures, the Cloud Services may be temporarily disabled. Ecotap will notify the Customer in writing of planned migration and maintenance work at the latest ten (10) working days in advance.
- 8.7** Ecotap is entitled to modify, replace or terminate the functionalities within the Cloud Services at its sole discretion.
- 8.8** Through the Cloud Services, Ecotap has access to the data and metadata generated by the Products. Ecotap will use this data for diagnostic and research purposes and will also use the data for the (further) development of the Products and/or Services.

9. Invoicing and payment

- 9.1** Invoicing of the Products takes place at the time of delivery. Payment of all invoices must be made no later than thirty (30) calendar days after the invoice date, without any discount, settlement or suspension.
- 9.2** In the event of late payment, the Customer will be automatically in default and will owe interest at a rate of 1.5% of the invoice per month as of the invoice date, as well as any judicial and extrajudicial costs relating to the recovery of the claim. These extrajudicial collection costs are calculated in accordance with the graduated scale from the Extrajudicial Collection Costs (Fees) Decree that applies pursuant to Section 6:96 paragraph 5 of the Dutch Civil Code, with a minimum of €250 per claim.

- 9.3** The Customer is required to notify Ecotap in writing of any payment problems.
- 9.4** If an invoice or monthly payment is not paid in a timely manner or if payment by direct debit is reversed, Ecotap has the right, without the need for any reminder or notice, to suspend and discontinue its Services and deny use of the Products immediately until the amount due has been paid. Ecotap is not liable for any damage resulting from such suspension.
- 9.5** Ecotap may, before commencing the delivery of the Products or Services, require payment in advance or, in its opinion, sufficient assurance for the fulfilment of the Customer's payment obligations.
- 9.6** In the case of partial delivery, the Customer is required to pay the related invoices as if it was a separate transaction.
- 9.7** The Customer must submit complaints about the invoice to Ecotap in writing, under penalty of forfeiture of all rights, before the payment deadline.

10. Return products

- 10.1** Unless otherwise agreed between Ecotap and the Customer, Ecotap is not obliged to take back Products at the Customer's request that have already been delivered to the Customer. Returns will only be accepted with the prior written consent of Ecotap.
- 10.2** However, if Ecotap decides to take back Products delivered to the Customer, the following cumulative conditions will apply in any case:
- I. The Products must be undamaged and marketable;
 - II. The Products must not have been delivered by Ecotap more than two (2) months ago;
 - III. The Products must be delivered carriage paid at the Ecotap warehouse in a sound and documented manner, in the original unopened packaging (including accessories and related documentation) and in new condition, in standard packaging units;
 - IV. The Product must be returned to the address specified by Ecotap to the Customer;
 - V. Ecotap does not accept unregistered returns.
- 10.3** At all times, a return must be accompanied by an Ecotap Return Order Form completed by Ecotap. The Return Order Form completed must match the Products returned by the Customer. If the Return Order Form differs from the returned items, Ecotap is not responsible for the incorrectly returned Products or for the incorrect crediting of the returned Products. Ecotap will send back the Products returned in error to the Customer, the costs of which will be charged to the Customer.
- 10.4** Ecotap will credit the value of the Products returned correctly, less an amount to cover the costs on the Ecotap side.
- 10.5** Products produced specifically for the Customer, customised Products and Products that are not included in the current standard price list cannot be returned.

- 10.6** The use, damage and/or resale of the Product will void the claim for non-compliance and the associated rights.

11. Warranty term

- 11.1** Products are warranted by the manufacturer for two (2) years from the date of invoice, provided that they are stored, installed and maintained in accordance with applicable standards and specifications as stated in the instructions, and that defects in Products are not the result of non-conforming use, use in violation of Ecotap's directions and/or instructions, use in violation of or in non-compliance with applicable laws and regulations, negligence and willpower. Defects resulting from an external cause after delivery, or from other incidents or factors not attributable to Ecotap or at the expense and risk of the Customer, are not covered by this warranty.
- 11.2** In all cases, the warranty is limited – at Ecotap's option only – to repair, replacement or reimbursement by or on behalf of Ecotap. In the event of repair or replacement, Ecotap or a service partner designated by Ecotap will carry out the repair or replacement work. The Product will be returned to Ecotap or its service partner by the Customer, at Ecotap's option, or Ecotap or its service partner will carry out the work at the repair location specified by the Customer. The costs of any return shipment of the Product as well as the costs of any import duties and taxes will at all times be borne by the Customer.
- 11.3** If an error, defect and/or malfunction is not covered by the warranty or warranty term or scope, Ecotap may, upon request of the Customer, submit a quotation for the necessary investigation, repair or replacement work. Upon agreement of the quotation, Ecotap will carry out the investigation, repair or replacement work and return the Product at the Customer's expense. The return costs will also be borne by the Customer if the Customer does not agree with the quotation. If no fault, defect and/or malfunction is found after Ecotap's investigation, the investigation costs of Ecotap will also be charged to the Customer in addition to the return costs.
- 11.4** Under the warranty, no compensation is offered for or payment is made of other claims or compensatory amounts. Article 15 (Liability) also governs these warranty obligations.
- 11.5** Any complaints by the Customer about an incorrect, incomplete or missing performance of an Agreement must be submitted in writing to Ecotap no later than eight (8) calendar days after the invoice date, under penalty of the forfeiture of any right related to a deficiency.
- 11.6** Defects in a part of the Products do not give any right to reject the Products that are not defective. The Services performed are provided on a best-efforts basis.
- 11.7** The Customer has an obligation to inspect the delivered Products immediately upon receipt and verify that they comply with the Agreement.
- 11.8** Any claims concerning the delivered Products must be submitted to Ecotap in writing and supported by reasons within eight (8) calendar

days of delivery of the Products, in the absence of which any claim based thereon will lapse. Even if the Customer submits a complaint in a timely manner, its obligation to pay Ecotap on time remains unchanged.

12. Helpdesk and service work

- 12.1** In the event of a malfunction or problem with the Product or the Services, the Customer must notify Ecotap, so that it can deal with the report.
- 12.2** Ecotap offers both 1st line support (the helpdesk) and 2nd line support (on-site service work). If the message cannot be resolved via 1st line support, 2nd line support can be deployed. Ecotap determines if and when 2nd line support is required. This may require an Ecotap technician or service representative or an Ecotap designated service partner to arrive at the site to investigate and resolve the report. Ecotap is entitled to charge for this. In the event of a report abroad (i.e. not in the Netherlands), Ecotap is entitled to charge to the Customer any additional costs, including in any case travel costs, import duties and taxes.
- 12.3** Ecotap will immediately offer Resellers, as referred to in Article 14, and service and installation partners general support if contractually agreed. Resellers, service and installation partners may report any malfunction or problem with the Product or Services directly by email or telephone.
- 12.4** Within the 2-year factory warranty period, the help desk will be offered to the Customer at no charge, and Ecotap will perform service work free of charge within that period to resolve any ongoing problems.
- 12.5** The terms and (hour) rates for help desk support, service work and replacement parts after the end of the manufacturer's warranty period are determined by Ecotap and may be updated from time to time. The foregoing costs, as well as call-out charges, will be charged to the Customer if the manufacturer's warranty period has expired.

13. Reservation of ownership

- 13.1** Ownership of the Products will only be transferred to the Customer when the amount owed by the Customer to Ecotap in respect of deliveries of Products or Services, including interest and costs, has been paid to Ecotap in full.
- 13.2** The Customer is not authorised to transfer or pledge all or part of the delivered Products to any third party before full payment of the invoices has taken place.
- 13.3** In such cases, Ecotap is entitled to return the Products belonging to it to its actual possession, on its own authority and at the expense of the Customer. The Customer is required to cooperate fully in this respect, including providing access to the Customer's site(s), building(s) or location(s), for the recovery of the delivered goods by Ecotap.

14. Reseller provisions

- 14.1** In the event that the Products are intended for resale by the Customer, resale to clients of the Customer is at Customer's own expense and risk. The Customer acting as the reseller of the Products is responsible for the fulfilment of its (legal) obligations towards its (end) customers.
- 14.2** Any cooperation between the reseller and Ecotap is a non-exclusive cooperation, unless otherwise agreed expressly and in writing. Ecotap is entitled to appoint multiple resellers of its Products without geographical restrictions.

15. Liability

- 15.1** Ecotap is committed to ensuring that the Products and Cloud Services function correctly. However, Ecotap is not liable for failures or interruptions. A (short) interruption of (the operation of) the Products, Services or Cloud Services may be required for maintenance, repairs or upgrades. Within reasonable limits, Ecotap is committed to preventing or resolving failures and interruptions within a reasonable time.
- 15.2** Any liability of Ecotap towards the Customer, based on any grounds, is limited to the amount (excluding Dutch VAT) paid by the insurance of Ecotap in the specific case. If no payment is made under the insurance policy referred to in the first sentence, for whatever reason, Ecotap's liability will be limited to €10,000 (ten thousand euro) per event or series of related events. The total liability of Ecotap never exceeds €50,000 (fifty thousand euro).
- 15.3** Any liability for indirect damage is expressly excluded, including consequential damage, damage due to delays, lost profits, lost savings, fines from third parties, damage to one's reputation, loss of data, damage due to hacked applications or (computer) systems and damage due to business stagnation and idle time.
- 15.4** The Customer indemnifies Ecotap against all claims from third parties and the resulting damage as a result of a shortcoming by the Customer of this Agreement or any other act or omission of the Customer, without prejudice to the provisions of the previous paragraphs.
- 15.5** Ecotap is entitled to accept limitations of liability from the third parties engaged by Ecotap in the context of the Agreement on behalf of the Customer.
- 15.6** The Customer must immediately inform Ecotap of the damage in writing, but never later than within ten (10) calendar days following the occurrence of the claim or following the moment on which the Customer should have reasonably become aware of the (event giving rise to the) claim.
- 15.7** Any claim for compensation against Ecotap will lapse by the mere expiry of 12 months after the occurrence of the event giving rise to the claim, unless the Customer has commenced legal action for compensation before the expiry of that period.
- 15.8** The liability of Ecotap for damage resulting from intent or deliberate recklessness on the part of Ecotap or its managerial subordinates is not excluded.

16. Force majeure

16.1 In addition to the provisions of Section 6:75 of the Dutch Civil Code, a failure on the part of Ecotap in the performance of any obligation towards the Customer cannot be attributed to Ecotap owing to a circumstance beyond Ecotap's control, preventing the fulfilment of all or part of its obligations towards the Customer or as a result of which the fulfilment of its obligations cannot reasonably be required from Ecotap. These circumstances include wars, acts of war, insurrection, revolution, fire, terrorist attacks, pandemics or epidemics, government intervention, government sanctions, natural disasters, floods, power failures, internet failures, telecommunications failures, electronic messaging disruptions, data communication failures, technical failures, computer viruses, hacked applications or (computer) systems, cyber attacks, strikes, work interruptions and in the case of any of the preceding cases occurring with a supplier or third parties engaged.

16.2 If a situation as referred to in this article arises as a result of which Ecotap is unable to fulfil its obligations towards the Customer, those obligations will be suspended for as long as Ecotap is unable to fulfil its obligations. If the situation referred to in the previous sentence has lasted for thirty (30) calendar days, Ecotap has the right to dissolve the Agreement in writing, either in whole or in part. If the situation has lasted for more than ninety (90) calendar days, the Customer has the right to terminate the Agreement, either in whole or in part. In such case, Ecotap will not be obliged to compensate any damage, even if Ecotap derives benefits as a result of the force majeure situation.

17. Intellectual property rights

17.1 All intellectual property rights concerning the Products and Services are vested with Ecotap, even if Ecotap has provided, manufactured, developed or created the Products of (parts of) the Services with due observance of the specifications or instructions of the Customer. The Customer may not simplify, disclose or imitate all or part of the Products without the prior written consent of Ecotap.

17.2 The Customer may only market the Products supplied by Ecotap under the (image) brand, trade name and specifications under which the Products were delivered to it. The Customer may not modify the Products (including labelling, printing and instructions).

17.3 In no event does the Agreement contain a (implied) transfer of any intellectual property rights in connection with the Products or Services provided to the Customer, including the accompanying documents.

18. Confidentiality

18.1 The Customer is required to maintain absolute confidentiality of all information from Ecotap (including ideas, knowledge, trade secrets, data, procedures, samples and the like) which come to

its knowledge under the Agreement and which Ecotap has identified as confidential or which the Customer can reasonably suspect as confidential or information which it can expect to cause damage to Ecotap. The Customer will restrict the access to this confidential information to the persons who require this information for the implementation of the Agreement. Subject to the prior written consent of Ecotap, the Customer will not disclose any confidential information or any part thereof and will not use the confidential information or any part thereof other than for the purpose of the performance of the Agreement.

18.2 The Customer is obliged to impose the same obligation as referred to in this article on its employees or third parties engaged by it in the performance of the Agreement. The Customer ensures that these employees/third parties do not violate the obligation of confidentiality.

19. Compliance

19.1 The Customer undertakes to comply with all laws and regulations concerning, among other things, embargoes, economic, trade-related or financial sanctions by the Netherlands, the United States, the European Union or other restrictive measures adopted ('embargoes'). In connection with this, the Customer is required to obtain all permits, shipping documents and authorisations required for the resale, export or transit of Ecotap Products. Therefore, the Customer will not:

- export or transit the Products (which are the subject of the Agreement) to a country subject to a prohibition or restriction without having obtained all necessary authorisations from the Dutch, European or American authorities, or from the authorities of any other country or body that has imposed the prohibition or restriction;
- supply the Products (which are the subject of the Agreement) to parties, organisations or entities that are subject to restrictions imposed by the Netherlands, the European Union or any other country or authority, or to parties, organisations or entities that may be suspected of not fully complying with applicable national or international regulations;
- export or re-export the Products (which are the subject of the Agreement) for use in sectors prohibited or restricted by embargo laws and regulations. In addition, the Customer will not make or recover any payments without prior notice to and/or receiving the authorisations of the competent national authorities, if required.

19.2 The Customer, in its capacity as a reseller/exporter of the Products, is solely liable for compliance with its obligations with respect to the applicable embargoes, sanctions and other restrictions. The Customer will indemnify Ecotap in the event of any claims or proceedings

brought by authorities or third parties for failure to comply with the provisions of this article.

- 19.3** If the provision of Products, Services or documentation requires an export or import license from certain authorities or is prohibited by export and import restrictions laws, Ecotap may suspend its obligations and the Customer's rights until the permit is granted or until such restrictions or prohibitions are no longer in force. Ecotap may in all cases even cancel the order or terminate the applicable Agreement without Ecotap assuming any liability to the Customer or end user by such decision.
- 19.4** The Customer commits to Ecotap's requirements for sustainable development and business ethics, as set out in: Legrand Group Charter of Fair Competition, Charter of Fundamental Principles and Guide to Good Business Practices. The documents are available on the website www.legrandgroup.com.
- 19.5** The Customer is bound to comply with Legrand Group's policy on sustainable development, in particular regarding environmental protection, compliance with employment law rules, employee health and safety, ethical conduct in business relationships, and prevention of corruption and compliance with competition rules.
- 19.6** In order to prevent corruption, the Customer guarantees that it rejects corruption in all its forms, whether public or private, active or passive. To this end, the Customer undertakes to comply with all applicable national and international laws and regulations regarding the prevention of corruption of each country in which it is established and/or in which it operates.
- 19.7** In the field of competition law, Ecotap expects the customer to reject any unfair or anti-competitive practice and to comply with competition law. In doing so, the Customer undertakes to comply with all applicable national and international laws and regulations regarding fair competition of each country in which the Customer is established and/or in which it operates.
- 19.8** Ecotap is entitled to verify that the Customer is fulfilling its obligations under this clause. Upon Ecotap's initial request, the Customer will promptly submit all data and documents required to assess compliance with this article. In all cases, if, during the above-mentioned audit, the Customer is found to be failing to fulfil one or more of its obligations, Ecotap reserves the right to cancel the order or to terminate the relevant Agreement, without Ecotap assuming any liability to the Customer or end user by such decision.

20. Personal data

- 20.1** In so far as personal data is processed for performing the Agreement, this personal data will be used and protected by both parties with a high degree of care in accordance with the General Data Protection Regulation.
- 20.2** Both the Customer and Ecotap will make efforts to take appropriate technical and organisational measures to ensure the protection of personal

data that the parties own and use. These technical and organisational measures will also serve to prevent loss or any other form of unlawful processing of personal data.

- 20.3** The Customer will fully cooperate with Ecotap in fulfilling the legal obligations that follow from the GDPR and other applicable laws and regulations.

21. Penalty provision

- 21.1** If the Customer violates Article 17 Intellectual Property Law, Article 18 Confidentiality, Article 19 Compliance and Article 20 Personal Data, Ecotap will, regardless of whether the breach can be attributed to the Customer and without prior notice of default or legal proceedings, forfeit a non-offsettable immediately payable fine of €20,000 (twenty thousand euro) for each infringement and in addition an amount of €2,000 (two thousand euro) for each day or day part that the infringement continues, without any damage and without prejudice to the other rights of Ecotap, including its right to claim compensation in addition to the fine if the damage is higher.

22. Suspension and dissolution

- 22.1** If the Customer fails to fulfil any obligation to Ecotap, as well as in the event of bankruptcy, suspension of payment, obstruction of receipts, any seizure of the Customer's assets or change of control of the Customer, Ecotap may, without notice of default, without judicial intervention and without any compensation in this respect due to the Customer, at its choice, suspend the provision of Products and/or Services, in whole or in part, for a certain or indefinite period of time or terminate the relevant Agreement for the part not yet performed in whole or in part by a written declaration to the Customer, without prejudice to the further rights conferred on Ecotap.
- 22.2** If the Customer knows that one of the situations described in Article 17.1 will (probably) occur, the Customer is obliged to inform Ecotap immediately in writing.
- 22.3** In the event of the termination of the Agreement on the grounds mentioned in the previous paragraph, any claim that Ecotap may have on the Customer becomes immediately payable in its entirety without being liable for any (damage) compensation.

23. Miscellaneous provisions

- 23.1** Ecotap may at any time terminate the Agreement in writing, subject to a notice period of thirty (30) calendar days.
- 23.2** The Customer's rights under the Agreement cannot be transferred without the prior written consent of Ecotap. This provision is to be considered as a clause with effect under property law as referred to in Article 3:83(2) of the Dutch Civil Code.
- 23.3** All rights of claim on the part of the Customer towards Ecotap, whether on the basis of a failure to perform a contract, a wrongful act or any other ground, expire after a period of one year

has elapsed counted from the day on which the Customer became aware, or could reasonably have become aware, of the existence of those rights of claim and the Customer has not brought a legal action in respect of those rights within that one-year period.

- 23.4** Ecotap may change these General Terms and Conditions. In this case, Ecotap will inform the Customer of the changes in a timely manner. The amended General Terms and Conditions will apply after the amendment comes into effect.
- 23.5** The invalidity of any provision of the Agreement and/or these General Terms and Conditions will not affect the validity of the remaining provisions of the Agreement and these General Terms and Conditions.
- 23.6** If and to the extent that any provision of the Agreement and/or these General Terms and Conditions should be invalid, or unacceptable under the given measures of reasonableness and fairness, a provision will apply between the parties that approaches the intent of the respective provision as accurately as possible.

24. Applicable law and competent court

- 24.1** All agreements to which these General Terms and Conditions apply in whole or in part are governed solely by Dutch law.
- 24.2** Any disputes will be settled, to the exclusion of any other court, by the competent court in 's-Hertogenbosch.