

## 1. DEFINITIONS AND INTERPRETATION

1.1. The definitions and rules of interpretation set out in the General Terms and Conditions of Sale shall apply to these Terms unless expressly set out herein

1.2. The following definitions and rules of interpretation apply in these Terms of Sale:

“**Charging Equipment**” means electric vehicle charging unit(s) supplied by us to you, as identified in the Order Confirmation;

“**Charging Equipment Repair and Maintenance Services**” means any repair and maintenance services agreed to be provided by us (or any third party on our behalf) in relation to the Charging Equipment, including remote support;

“**Charging Services**” means those services to be provided by us (or any third party on our behalf) and identified in the Order Confirmation;

“**Contract**” means the contract for the supply of the Charging Equipment and/or Charging Services incorporating these Terms and the Order Confirmation. Such Contract may include other items supplied by us;

“**General Terms and Conditions of Sale**” means the Scania (Great Britain) Limited - Terms of Sale for Goods and Services which have been incorporated into the Contract, and which are available at <https://www.scania.com/uk/en/home/admin/misc/legal/business-with-scania.html>;

“**Installation Services**” means services in relation to the installation of the Charging Equipment carried out either by you or by a third party on your instruction;

“**Mobile Charging Unit(s)**” means an electric vehicle charging unit supplied by us that is portable and is designed to be movable to the location of the vehicle requiring to be charged;

“**Order Confirmation**” means the document signed by you in relation to the purchase of the Charging Equipment and/or Charging Services;

“**SIM Card**” means a subscriber identity module card or a digital SIM supplied to you as part of the Charging Equipment;

“**Specification**” means the written specification of the Charging Equipment and/or Charging Services as provided by us to you in relation to a Contract.

## 2. YOUR CONTRACT WITH US

2.1. All orders placed by you for Charging Equipment and Charging Services will be deemed to be placed subject to these Terms.

2.2. These Terms are supplementary to the other terms of the Contract, including the General Terms and Conditions of Sale, and the parties acknowledge and agree that the Charging Equipment and Charging Services are “Goods” for the purposes of the General Terms and Conditions of Sale.

2.3 If there is any conflict between these Terms and the General Terms and Conditions of Sale, the provisions of these Terms shall prevail. In particular, and notwithstanding anything to the contrary in Clause 2 of the General Terms and Conditions of Sale, these Terms are incorporated into and form part of the Contract.

2.4 Any Order for Charging Equipment and/or Charging Services shall only be deemed to be accepted when we issue a written acceptance of the Order, signed by an Authorised Signatory, at which point the Contract shall come into existence. Acceptance of an Order is subject to our discretion and we are not obliged to accept any Order.

## 3. CHARGING EQUIPMENT CONNECTIVITY

3.1 Charging Equipment includes a SIM Card for the purposes of facilitating the Charging Equipment’s required connectivity.

3.2 You shall be responsible for locating the Charging Equipment at your premises in a position that allows the SIM Card

to connect to its network. If this is not possible, you shall be responsible for providing an alternative network connection.

3.3 We shall not be liable for any outages in relation to the SIM Card or its associated network. Provided that you have complied with your obligations under these Terms, if a SIM Card loses network connectivity we will use reasonable endeavours to restore the SIM Card’s connectivity as soon as practicable.

## 4. INSTALLATION SERVICES

4.1 We shall have no responsibility or liability in relation to the Installation Services and you shall be responsible for any claims or losses arising out of or in connection with such Installation Services, including any damage to the Charging Equipment caused by the Installation Services.

4.2 You shall indemnify and hold us harmless in relation to any claims arising out of or in connection with the Installation Services.

## 5. CUSTOMER OBLIGATIONS

5.1 You are solely responsible for:

(a) determining the specification and model of any Charging Equipment and/or Charging Services purchased and its suitability for your intended operation and/or use. Any information provided by us prior to this Contract is for information purposes only and we do not warrant, represent or guarantee the performance or suitability of any Charging Equipment and/or Charging Services unless expressly set out in the Contract.

(b) procuring the supply of electricity to the Charging Equipment and ensuring that your existing electricity infrastructure has sufficient capacity and is in a condition to be able to convey the necessary amount of electricity to the Charging Equipment to allow the Charging Equipment to operate to its Specification. We shall have no responsibility or liability if the Charging Equipment does not meet the Specification if this is due to interruptions of your electricity supply or other breach of your obligations under this clause.

(c) operating the Charging Equipment, including ensuring that any user has been provided with all information to allow them to operate the Charging Equipment safely and in accordance with the applicable operating manuals and manufacturers’ recommendations. We shall have no responsibility or liability if you or the users that you are responsible for do not use or operate the Charging Equipment and/or Charging Services in accordance with the applicable operating manuals and manufacturers’ recommendations.

## 6. SOFTWARE

The Charging Equipment may contain third-party technology, including open source software (“**Third-Party Technology**”). If any Third-Party Technology is included within the Charging Services, it may be licensed by third parties under separate terms (“**Third-Party Terms**”). You may be required to agree to such Third-Party Terms in order to make use of the Third-Party Technology and/or the Charging Services. If required, you shall be responsible for:

(a) agreeing to any Third-Party Terms and we shall have no liability to you for any delays or failure in the Charging Services, including as a result of you failing to agree to the Third-Party Terms; and

(b) complying with any applicable Third-Party Terms and you shall indemnify us in relation to any claims made against us arising out of or in connection with a breach by you of the Third-Party Terms.

## 7. CHARGING EQUIPMENT REPAIR AND MAINTENANCE SERVICES

7.1. To the extent that we have agreed to provide Charging Equipment Repair and Maintenance Services in relation to the Charging Equipment, this clause shall supersede Clause 11 of the General Terms and Conditions of Sale in its entirety in relation to such Charging Equipment.

7.2 We will carry out the Charging Equipment Repair and Maintenance in accordance with the Order Confirmation and Contract. Unless otherwise specified, when we carry out any Charging Equipment Repair and Maintenance Services, you will pay for any works or Goods supplied by us and ordered by any person whom we reasonably believe has your authority to place such an order.

7.3 Where any Charging Equipment Repair and Maintenance Services are performed by us at your premises (or a third party nominated by you, such as your customer) you shall ensure the provision of safe working conditions for all personnel carrying out such work and services and the early notification of any health and safety hazards or issues affecting the premises where such works are carried out.

7.4 The provision of any remote support services (if applicable) shall be subject to the Charging Equipment having sufficient connectivity to facilitate the remote support. We shall not be liable for any remediation and/or loss of service if we are unable to connect remotely to the Charging Equipment.

## **8. SPECIFICATION**

8.1 The Charging Equipment supplied under these Terms shall conform to the Specification and comply with all applicable statutory and regulatory requirements.

8.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these Terms.

## **9. WARRANTY**

9.1 To the extent that the Charging Equipment is the subject of a warranty provided by the manufacturer of the Charging Equipment ("**Manufacturer Warranty**"), we will do all things reasonably necessary to ensure that you obtain the benefit of the Manufacturer Warranty during the period of time for which the Manufacturer Warranty applies under the terms of the Manufacturer Warranty.

9.2 Any Manufacturer Warranty shall be set out in the Specification and/or Order Confirmation. Notwithstanding the foregoing, the parties acknowledge and agree that Consumable parts within the Charging Equipment, including cables and connectors, are not included as part of Manufacturer Warranty.

## **10. LIABILITY**

10.1 Our liability in relation to the Charging Equipment shall not exceed the amount payable by you to us for your purchase of the Charging Equipment under this Agreement.

10.2 Where Charging Services are specified in the Order Confirmation, our liability in relation to the Charging Services shall be limited to the value of the Charging Services shown in the Order Confirmation.

These Terms of Sale including any revisions are available at: <https://www.scania.com/uk/en/home/admin/misc/legal/business-with-scania.html>

**Publication Date: January 2024**