

Special Terms and Conditions Hardware for B2B-Customers of Compleo CS Nordic AB (Status 08/2023)

1. Scope and Object of Contract

1.1 The sale and transfer of hardware by Compleo CS Nordic AB, with the address Derbyvägen 4, 212 35 Malmö, Sweden (hereinafter referred to as 'Compleo'), to corporate customers as defined by Swedish law, i.e. entrepreneurs, legal entities under public law or special funds under public law (hereinafter referred to as 'Customers'), and the performance of such transactions shall be subject to the General Terms and Conditions of Delivery for Corporate Customers (hereinafter referred to as 'GTC Delivery') and the following special terms and conditions for hardware. Any discrepancies between the GTC Delivery and these Special Terms and Conditions in respect of the sale and transfer of Hardware shall be governed by the provisions of these Special Terms and Conditions.

1.2 The object of these Special Terms and Conditions Hardware is to set special rules for sale and transfer of Hardware to the Customer. Under the terms of these Special Terms and Conditions Hardware, Compleo provides the Customer with Hardware for charging e-mobility vehicles together with assembly and usage instructions for such Hardware and firmware belonging to such Hardware. Performance descriptions for Hardware made available to the Customer by Compleo on the basis of these Special Terms and Conditions are available for retrieval by the Customer on the following website:

<https://www.compleo-charging.com/en/products/document-centre>

1.3 Type and quantity of the Hardware ordered by the

Customer and which Compleo makes available to the Customer under these terms and conditions, can only be found in the individual Written Offer to which these Special Terms and Conditions Hardware are attached.

2. Usability of the Hardware

Unless stated otherwise in the respective documentation for the respective product, in particular in the assembly and usage instructions, Compleo does not warrant or guarantee that the Hardware and firmware is compatible with software-as-a-service concepts or other supplementary software systems provided by third parties.

3. Scope of Performance

3.1 Compleo shall make the ordered Hardware available at a specific warehouse within Sweden for collection by a carefully selected and properly authorised carrier. The address of Compleo's warehouse can be obtained from the individual written offer ('Place of Performance' and also 'Place of Delivery'). At the Place of Performance/Delivery, Compleo will (i) package the ordered Hardware according to customary packaging methods for Hardware and (ii) hand over the ordered Hardware to the authorised carrier.

3.2 Compleo shall dispatch (versenden) the ordered Hardware at Customers request and expense pursuant to clause 4.1 to a location specified in the individual Written Offer or in any other way agreed on (deviating from the Performance/Delivery Location) ("Target Location"). The ordered Hardware shall reach the Target Location at the agreed delivery time. Upon delivery, the Customer is obliged to accept the ordered Hardware at the agreed

- Target Location. If the Customer does not accept the ordered Hardware as agreed, the Customer is in default of acceptance towards Compleo. The Customer is only entitled to refuse the acceptance of ordered Hardware towards Compleo at the Target Location if the Hardware provided is a non-conforming Product according to clause 6.1.
- 3.3 The Customer shall be solely responsible for the proper assembly and commissioning of the Hardware, unless the parties have expressly agreed on a different procedure within the individual Written Offer. The Customer shall have the Hardware installed by its own employees or by installation partners, but in any case only by using and observing the respective documentation and by such employees or installation partners who have previously successfully participated in a one-time training by Compleo personnel. The parties will agree on the details of the one-time training necessary to provide installation services in a separate agreement.
- 4. Prices and Payment**
- 4.1 The prices for (i) Hardware available under these Special Terms and Conditions Hardware and (ii) the dispatch (Versand) of Hardware to the Target Location can be found on the individual Written Offer.
- 4.2 Payments are to be made in accordance with the terms of payment stipulated in the GTC's Delivery. It is clarified that all prices given in the individual Written Offer shall be exclusive of any applicable taxes, custom duties or similar costs, in particular with regard to import and/or export. The provisions of clause 5.2 shall remain unaffected.
- 4.3 For this purpose, each sale of Hardware constitutes a separate sale, regardless of whether such performance constitutes a full or partial performance under an offer.
- 5. Transfer of Title and Risk of Loss**
- 5.1 Title to Hardware purchased by the Customer as specified in an individual Written Offer shall pass to the Customer at the later date of (i) handover (Übergabe) of the Hardware at the Target Location and (ii) full payment of the purchase price to be paid under the respective individual Written Offer.
- 5.2 Risk of accidental loss (zufälliger Untergang) of or accidental damage (zufällige Beschädigung) to Hardware ordered by the Customer from Compleo shall always pass to the Customer at the Performance/Delivery Location, upon handover of the ordered Hardware from Compleo to the commissioned carrier pursuant to clause 3.1 (Incoterms FCA).
- 6. Warranty**
- 6.1 Compleo warrants that the respective Hardware at the time of handover to the Customer (i) is free from defects in materials and workmanship, (ii) complies with the applicable specifications as set out in the performance description and (iii) is free from liens, encumbrances and security interests of third parties (the "Hardware Warranty"). This Hardware Warranty does not constitute a guarantee within the meaning of sec 443 BGB, but merely a quality agreement. The Hardware complies with the applicable law of the European Union at the time of the conclusion of this contract. Compleo does not assume any further warranty or guarantee. If the place of use is not within the European Union or for subsequent changes in law, it is the sole responsibility of the respective user to ensure, taking into account the documentation, that the use of the Hardware complies with the applicable law.
- 6.2 Claims of the Customer regarding any breach of the Hardware Warranty must be raised by Customer towards Compleo in writing within twelve (12) months after handover of the Hardware to the Customer under the respective Written Offer.
- 6.3 The Customer loses its claims and rights due to alleged breach of the Hardware Warranty if (a) the warranty period has expired, (b) the Customer has not rejected the hardware that does not comply with the warranty according to Chapter 37 of the Swedish Commercial Code towards Compleo, (c) the Customer or any third party has modified the Hardware without Compleo's prior consent, thereby making it impossible or unreasonable to correct the breach of the Hardware Warranty, or (d) if the Hardware has not been assembled, commissioned, maintained and/or used in accordance with the applicable documentation.
- 6.4 To claim under the Warranty, Customer must, at Compleo's option, either (i) give an authorised representative of Compleo access to the allegedly non-conforming Hardware, or (ii) send the

allegedly non-conforming Hardware at its own expense to a test site within Sweden designated by Compleo at Customer's request (the 'Test Site') for inspection and testing by Compleo. If Compleo's inspection and testing reveals a breach of the Hardware Warranty in respect of such alleged non-conforming Hardware, Compleo shall either (a) repair the non-conforming Hardware or have it repaired by an authorised representative, or (b) replace the non-conforming Hardware. In the event of repair or replacement, Compleo shall, at Compleo's expense, make the repaired or replaced hardware available to Customer at the Place of Delivery and compensate Customer for any additional costs incurred due to the defect in the Product, but only to the extent Compleo would be obliged to compensate under applicable law.

- 6.5 In the event that the Customer resells the Hardware and this results in a sale of consumer goods at the end of the supply chain under Swedish law, the statutory provisions under Chapter 4, Sections 19 to 47 of the Consumer Sales Act shall apply to the warranty towards the Customer, which deviates from the provisions of this clause.