

Sales Specification

A. Preamble to the Sales Specification

The defined terms in this Annex shall have same meaning as given to the Purchase Terms and Conditions.

1. Access

- a. Where the Agreement requires the provision of Equipment at the Client's premises, the Client hereby grants a licence to the Supplier, its employees and sub-contractors (together with appropriate transport) to enter upon the Client's premises for the purpose of supplying the Equipment and/or services to be provided by the Supplier.
- b. Except where otherwise stated in the Sales Specification or agreed in writing, the Client shall provide the Supplier at the Client's own cost and expense with a suitable water and power supply, toilet and washing facilities and storage space on Site at such times and in such a manner as the Supplier will from time to time require.
- c. The Client shall ensure that its premises and all plant and equipment which is used by the Supplier's employees or sub- contractors or with which they may come into contact or to which they may be exposed complies with all relevant legislation and all other obligations imposed by statute and common law relating to health safety and will indemnify the Supplier against any loss, damage or expense in respect of any failure by the Client to comply with its obligations.

2. Delivery

- a. Within eight (8) weeks from the date of this Agreement, the Supplier will provide to the Client the likely period of the estimated delivery date(s) of the Equipment. The delivery dates are approximate only and the time of delivery is not of the essence. Whilst the Supplier shall make every reasonable effort to deliver the Equipment within the times indicated by the Supplier, the Supplier cannot guarantee that those times will be achieved. The Client has no right to cancel the Agreement or withhold payment on account of the failure of the Supplier to meet any stipulated delivery time.
- b. The Supplier shall not be liable for any loss or damage to the Client if the Supplier fails to deliver Equipment by the relevant Delivery Date or there is a delay in delivery of any Equipment.
- c. If the Client fails to take Delivery of the Equipment on the Delivery Dates indicated by the Supplier pursuant to paragraph 2a of this AnnexI, the Supplier will provide the Client revised delivery dates to reschedule delivery of the Equipment. The Client shall meet all costs and expenses incurred by the Supplier in respect of the re-delivery and the failure of the Client to take the first delivery of the Equipment. If the Client has not taken delivery of those Equipment on the revised delivery date, and the Client has not paid for the Equipment in full, the Supplier may resell or otherwise dispose of part or all of the Equipment and, after deducting reasonable storage and selling costs, account to the Client for any excess over the price of the Equipment, or charge the Client for any shortfall below the price of the Equipment.
- d. It is the responsibility of the Client to inspect the Equipment on delivery. Any claim by the Client which is based on the quality or condition of the Equipment or their failure to correspond with the Agreement shall (whether or not delivery is refused by the Client) be notified to the Supplier within 3 days from the delivery date or (where the defect was not apparent on reasonable inspection) within a reasonable time after discovery of the failure to

correspond with the Agreement. If delivery is not refused, and the Supplier is not so notified within the time limit, the Client shall not be entitled to reject the Equipment and the Supplier shall have no liability for such defect or failure, and the Client shall be bound to pay the price as if the Equipment had been delivered in accordance with the Agreement.

3. Installation Works (if applicable)

Subject to a) the Supplier stating in this Sales Specification that it will carry out the Installation Works and b) payment made by the Client to the Supplier for such Installation Works in accordance with this Agreement, the Supplier shall, using reasonable skill and care, carry out and complete the Installation Works.

4. Quality

- a. The warranty period shall be 12 months from the date of Delivery.
- b. The Supplier shall not be liable for Equipment' failure to comply with the warranties set out in the Purchase Terms and Conditions if:
 - (i) the Client makes any further use of such Equipment after giving notice of defects in accordance with the Purchase Terms and Conditions that materially affects the operation, health and safety of the electric charging facilities;
 - (ii) the defect arises because the Client failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation
 - (iii) the defect arises as a result of the Supplier following any drawing, design or Sales Specification supplied by the Client;
 - (iv) any loss, or damage of any nature due to or arising for any cause beyond its reasonable control;
 - (v). the Client alters or repairs such Equipment without the written consent of the Supplier;
 - (vi) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (vii) the Equipment differs from the Sales Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- c. The terms of the Agreement shall apply to any repaired or replacement Equipment supplied by the Supplier.
- d. Any components or parts not of the Supplier's own manufacture incorporated in the goods or sold by the Supplier are not guaranteed by the Supplier but carry the maker's guarantee only.
- e. The Supplier's only liability to the Client if the Equipment or the services fail to comply with the warranties set out in the Purchase Terms and Conditions is as set out in this paragraph and the Sales Specification.
- f. The terms implied by sections 13 to 15 (inclusive) of the Sale of Equipment Act 1979 and sections 3, 4, 5 and 12 to 15 (inclusive) of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.
- g. Subject to the Purchase Terms and Conditions, the Supplier's liability does not cover defects arising from the negligence of any party other than the Supplier's representatives, wilful damage, or from maintenance or alterations carried out without the Supplier's written consent or from repairs carried out improperly by any party other

than the Supplier's representatives, nor does it cover normal deterioration or fair, wear and tear.

- h. Clause 6 of the Purchase Terms and Conditions and this paragraph 4 shall survive termination of the Agreement.

5. **Product Recall**

- a. If the Client is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Equipment from the market (Recall Notice) it shall immediately notify the Supplier in writing and attach a copy of the Recall Notice.
- b. Unless required by law, the Client may only undertake a recall or withdrawal of the Equipment from the market with the written permission of the Supplier and only then in strict compliance with the Supplier's instructions as to the process of implementing the withdrawal.

6. Availability of Goods. Delivery is subject to the availability of the goods and if, owing to non availability of such goods or any other cause beyond the control of Supplier, the Supplier shall be unable to carry out its obligations hereunder it shall be entitled to determine this Agreement forthwith by giving notice in writing to the Client to that effect.

7. Re-Selling. The Client agrees not to re-sell outside the UK any goods supplied by the Supplier and covered by the Export of Goods (Control) Order 1989 (or any re-enactment thereof) or the Export Administration Act 1979 (as amended) (or any re-enactment thereof) without obtaining all necessary licences thereunder and agrees not to resell such goods in the UK to a purchaser, knowingly or being given reasonable grounds to suspect that the purchaser intends to export such goods without first obtaining such licences or a copy of such licences obtained by the purchaser, and the Client agrees to impose upon persons purchasing such equipment obligations corresponding to those set out above.

8. Returned Equipment. The Client shall be responsible for the cost of carriage and insurance in respect of all Equipment returned by the Client to the Supplier for service or credit which Equipment shall be at risk of the Client until actual receipt thereof by the Supplier. The Supplier will not accept returned Equipment for credit or rectification unless such return has been authorised in writing by the Supplier and the Supplier reserves the right to determine at its sole discretion whether to accept the return of the Equipment or whether to rectify the Equipment or whether to issue a credit note in respect thereof.

9. Tooling. All tooling purchased or produced by the Supplier for the Agreement shall be and remain the property of the Supplier unless otherwise agreed in writing, notwithstanding that the Client may have made payment or part payment therefor.

B. Equipment Data Sheet See HALO FastHub Equipment Data Sheet located at the following link <https://3ti.co.uk/hfh-equipment-datasheet-2/>