



General Terms and Conditions of Blink Charging Nederland BV

1. General terms and conditions

- 1.1. These General Terms and Conditions apply to all products and services offered and delivered by Blink Charging Nederland BV, referred to hereafter as Blink.
- 1.2. Any derogation from these General Terms and Conditions is only valid if expressly agreed otherwise in writing.
- 1.3. The applicability of the customer's General Terms and Conditions is hereby expressly excluded.

2. Definitions

- 2.1. General Terms and Conditions: these general terms and conditions including any appendices.
- 2.2. Services: the Services, Charging Services, Maintenance Services, Financial Services, Customer Service and Other Services that Blink offers to the Customer through the website or in any other manner.
- 2.3. Products: All products offered by Blink.
- 2.4. End user: the natural or legal person who makes use of Blink's Products and/or Services.
- 2.5. Electric vehicle: a vehicle that is fully driven by an electric motor and/or a hybrid vehicle that is partly driven by an electric motor, and/or a hybrid vehicle that is partly driven by an electric motor, which vehicle may or may not use electricity stored in a battery that is rechargeable by the use of a charging point.
- 2.6. Customer: the natural person or legal entity who or that enters into an agreement with Blink for the purchase of one or more products or services; a Customer can also be an end user if he personally uses Blink's products or services.
- 2.7. Customer service: Blink's customer service department, which can be engaged in accordance with the applicable conditions in the case of complaints, questions or comments.
- 2.8. Price quotation: the price quotation issued by Blink and relating to one or more products and/or services.
- 2.9. Network: the joint Blink and partner network.
- 2.10. Agreement: the agreement between Blink and the customer with regard to Blink's products and/or services. The general terms and conditions of this agreement form an inseparable part of the validated price quotation and any other specific agreed terms and conditions.
- 2.11. Other Services: all Services provided by Blink at any time, other than the Charging Services, which includes the installation of a Charging Station and making software available.

3. Applicability

- 3.1. These general terms and conditions apply to all Contracts, Subscriptions, Products, Services, Price Quotations, Requests and, more generally, to all juridical acts between the Customer or end user and Blink.
- 3.2. The Customer or end user agrees to be bound by these general terms and conditions when signing a price quotation or agreement or using Blink's products or services in any manner whatsoever. They also apply to new or supplementary products in services that the Customer or end user purchases from Blink after the agreement has been concluded.
- 3.3. Blink is only bound by deadlines to the extent that these are provided for in these general terms and conditions or when these are stated in specific agreements or price quotations.

4. Formation of the Agreement

- 4.1. When Blink draws up a Price Quotation, it is valid for the period indicated in it and, if there is no such indication, the price quotation is valid for 1 month. An agreement is only formed in writing where a price quotation has been signed, an email confirming an agreement has been sent or a written agreement has been concluded.
- 4.2. An agreement is formed in the manner indicated in the Price Quotation, yet, at the latest, the moment when the Customer receives a Product or Service or has started executing the Agreement.
- 4.3. Blink's offers and price quotations are subject to confirmation and Blink may revoke them at any time before the agreement is formed.
- 4.4. Blink is not bound by oral commitments or agreements made by its employees. Neither is Blink bound by price quotations containing an obvious error, such as an incorrect price or any other incorrect description.
- 4.5. Blink can refuse requests related to products or services without giving reasons. Blink may restrict the use of products or services, block all or part of or temporary services or terminate the agreement if the Customer does not comply with agreements made by the parties and/or does not provide the requested data or provides them incorrectly. Blink is also authorised to carry out an investigation into the Customer's creditworthiness.

5. Rates

- 5.1. Prices and rates for the Customer are determined in the price quotation and, failing this, the rates that are communicated on the website apply. Blink is entitled to adjust the applicable prices and rates in writing with due regard for a period of two months. If the Customer does not agree with this, he is entitled to terminate the agreement in question by the date on which the amendment takes effect.
- 5.2. The method of payment by the Customer is included in the price quotation. If there is no specific price quotation, the invoice is paid by deposit into the bank account stated in the invoice. Where no deadline is specified, then a payment period of 14 days after invoice date applies.
- 5.3. The amounts charged by Blink are binding unless the customer proves that these data are incorrect.

- 5.4. The customer accepts that Blink sends all invoices electronically unless agreed otherwise in writing.
- 5.5. Any complaints regarding an invoice must be notified to Blink in writing before the payment period expires. If a complaint is not made within this period, it will be late and cannot be accepted. If the customer has lodged a complaint, he is not entitled to suspend the payment or to apply a set-off to the payment. If the complaint is founded, Blink will refund any excess amount charged.
- 5.6. If the customer does not pay the amounts owed within the applicable payment deadline, late payment interest of one percent (1%) per month commenced as from the due date of the invoice until payment has been made in full, will be owed by operation of law and without notice of default. In the event of late payment, one-off administration costs of EUR 15, excluding VAT, will also be charged. An agreed and fixed amount of compensation of 10% will also be owed on the amount payable and outstanding, with a minimum of EUR 50, excl. VAT.
- 5.7. In the event of non-payment, Blink has the right to suspend the delivery of its services or products as from the date of the default and until the Customer has paid the amount owed in full.
- 5.8. All amounts included in rates exclude VAT, surcharges and other levies. Blink is entitled to directly charge the customer for any (provisional) increase in taxes, surcharges and other taxes imposed by the government at any time, including provisional price quotations.
- 5.9. Unless the parties explicitly agree otherwise, all costs accompanying the execution of the agreement, including the costs resulting from requests or instructions from Blink, will be and remain at the customer's expense.
- 5.10. Blink's claims against the customer are immediately due and payable in any case of liquidation, bankruptcy, attachment or suspension of payment of the Customer.
- 5.11. The Customer waives his competence of suspension (which is also understood to mean exercising any right of retention). The Customer is not entitled to withhold or reduce payments or to set off existing and/or future claims against any outstanding amounts owed to Blink.
- 5.12. Blink reserves the right to propose or introduce new and alternative payment methods in the future.

6. Delivery

- 6.1. Dispatch, transport, export and import of products are always at the customer's expense and risk. Blink is only obliged to take out (transport) insurance if and insofar as Blink has undertaken to do so in writing. In any event, the products are at the customer's risk as soon as he is informed that the products are ready to be collected.
- 6.2. The delivery dates, delivery periods and delivery times specified or confirmed by Blink are only approximate and never count as final deadlines. Blink will not be liable for any damage caused by a delivery that is made within a reasonable period before or after the specified delivery date. In all cases in which an express period has been agreed, one can only speak of default on the part of Blink if the customers have sent Blink a written notice of default in which Blink is given sufficient opportunity to still deliver.

- 6.3. The Customer will provide Blink with the full cooperation that can be reasonably expected of him when/for supplying the products and/or providing the services. If it appears before or after the agreement has been concluded that the delivery of the service or product is not, or not entirely, possible, Blink is entitled to set additional conditions that the Customer must meet before Blink is obliged to deliver the service or product. If these conditions are not met, the Customer cannot lay any claim to delivery of the service or product, in which case Blink will not be obliged to compensate any damage.
- 6.4. The Customer must inform Blink in writing if no delivery has taken place and must grant Blink a period of thirty (30) days to still deliver.
- 6.5. If Blink does not deliver within an express period, the Customer will have the only and exclusive remedy of being able to terminate the agreement for the part that relates to the service(s) provided and/or product(s) not delivered. Claims for damages due to non-fulfilment of obligations by Blink or due to delay are excluded.
- 6.6. If the Customer does not receive the ordered products, Blink can deliver the products in consignment at the Customer's expense.
- 6.7. If Blink's production is limited for some or other reason, it will be entitled to distribute the available production and Products to its Customers at its sole discretion. This can result in fewer products being delivered to a Customer than agreed.
- 6.8. Customers are responsible for obtaining the required licenses from the authorities, including, but not limited to, export and import licenses or exemptions in this regard that are applicable to the supply of the products in the services.

7. Retention of title

- 7.1. All products delivered or to be delivered remain the property of Blink until all claims that Blink has against the Customer (including any costs and interest) have been paid in full.
- 7.2. For the said transfer of title, the Customer will not be competent to sell, deliver or otherwise alienate or encumber the Products with security rights other than in accordance with his normal business and the normal designated purpose of the Products.
- 7.3. Until ownership is transferred to the Customer, he will ensure that the products are identifiable by storing them separately from products of third parties per order or by marking the products as Blink's property.
- 7.4. Blink is entitled to repossess the products that have been delivered under retention of title and that are still at the Customer's if the Customer does not ensure timely payment of the invoices, has, or is, in danger of having, payment difficulties. The Customer will at all times grant Blink free access to inspect Blink's products and/or implement its rights.

8. Non-conformity

- 8.1. The Customer is obliged to check a delivered product immediately upon receipt. If it appears that a delivered product is incorrect, defective or incomplete, then the Customer must report these defects immediately and, in any event, no later than 48 hours after receipt via the Blink email address as such is stated in the price quotation, on penalty of forfeiture of the claim to non-conformity and accompanying rights.

- 8.2. The product must be returned to the relevant address that Blink has communicated to the Customer, in its original packaging (including accessories and accompanying documentation) and it must be in new condition.
- 8.3. When the product is used or commissioned, damage and/or resale will result in the forfeiture of the claim to non-conformity and accompanying rights.
- 8.4. If Blink finds that the customer's complaint is founded, Blink will, at its discretion and to the exclusion of any right of the Customer, either replace the delivered goods free of charge, repair them free of charge or refund to the Customer (a part of) the purchase price paid.
- 8.5. Blink is not liable on the grounds of non-conformity if, in Blink's reasonable opinion:
 - a) the Customer is in default vis-à-vis Blink; and/or
 - b) the Customer has personally installed, repaired and/or processed the Product or has had third parties install, repair and/or process it; and/or
 - c) the product has been exposed to abnormal conditions or otherwise carelessly treated or has been treated contrary to the instructions of Blink and/or instructions for use on the packaging; and/or
 - d) the inadequacy of the product is fully or partially the result of (new) regulations imposed by the authorities regarding the nature or quality of the materials used.

9. Guarantee

- 9.1. A two-year guarantee applies to a charging station supplied by Blink. The guarantee starts from the date on which the charging station is commissioned. During this period, Blink will endeavour to the best of its ability to repair any material and manufacturing defects (or have them repaired) free of charge within a reasonable period, or, at Blink's discretion, to take care of a replacement charging station. Repair or replacement will only take place if the defect or malfunction is notified to Blink in writing by registered letter, in which case the Customer must provide as many details as possible of the defect or malfunction as soon as is reasonably possible, in any event, insofar as is legally permitted, no later than 14 days after it was discovered. Late notifications will lead to forfeiture of a claim for free repair or replacement. The guarantee does not apply if the defect is the result of unauthorised use or of incorrect installation and/or assembly by or on behalf of the customer. Neither does the guarantee apply to the installation, removal or maintenance of the charging station. The guarantee is not transferable.
- 9.2. If Blink repairs or replaces a defective product, the guarantee period of the original product will apply for a minimum duration of 6 months.
- 9.3. The guarantee does not apply to any charging services.

10. Sale and Installation

- 10.1. Blink has a number of products, such as charging points, on offer, subject to the conditions set out in the price quotation, agreement or general terms and conditions.
- 10.2. Unless otherwise stipulated in the agreement, the charging points are installed by Blink itself or by a Blink installation partner. In no case whatsoever is Blink responsible for incorrect or careless installation or use of certain appliances where Blink did not perform the installation. Blink can charge for repair costs

where such are the consequence of careless use and/or installation of the appliance or where the basic conditions for normal installation have not been complied with or where the installation manual has not been followed.

- 10.3. Work carried out by Blink outside or after the expiry of any guarantee must be paid for at the usual rates.
- 10.4. Specific content and scope of maintenance or other services to be provided by Blink are laid down in the agreement between the customer and Blink.
- 10.5. The work as included in the price for an installation is always determined in advance, as part of the price quotation. If there is any derogation from this, the additional costs are, per definition, at the customer's expense unless expressly agreed otherwise. This also applies to additional travel expenses where an appointment made could not take place due to the customer's fault.

11. Connectivity and portal

- 11.1. The following terms and conditions apply if the customer has an agreement that includes the connectivity and portal service.
- 11.2. Blink provides the necessary ICT services, which consist of:
 - ensuring that there is connectivity between the charging station and the software platform and
 - providing access to the software platform.
- 11.3. The connectivity between the charging station and the software platform ensures that the necessary data can be exchanged regarding
 - the status of the charging station
 - consumption/charging sessions at the charging station.Connectivity is achieved through secure (private) machine-to-machine communication, which is conducted over the mobile data network (GPRS/UMTS) of the Blink telecommunications provider.
- 11.4. The access to the software platform enables the customer to:
 - view all relevant information about the charging station (consumption and status) in real time
 - remotely configure and manage the charging station.This is done through the Blink customer portal. The customer portal can be reached by the customer by way of a contemporary web browser.

12. General operation

- 12.1. The following conditions apply if the customer has chosen to have one or more of its charging systems operated by Blink.
- 12.2. The Customer assigns to Blink the operation of the charging stations for electric vehicles with a connection to the power grid. As a result, Blink will operate the charging systems commercially as instructed by the customer.
- 12.3. Each charging point covered by the operation is accompanied by a parking place for electric vehicles with clear marking that the parking place is designated only for electric vehicles. The Customer ensures that such parking place is properly equipped for operation.
- 12.4. The Customer will clearly indicate that the reserved place(s) is (are) designated to be used by electric vehicles. Parking places will be reserved exclusively for parking while electric vehicles are being charged.

- 12.5. The customer fully safeguards the operation of the charging stations so that the service concerned - charging electric vehicles - can be performed correctly. This includes the following, for example:
- keep a parking place free as much as possible for users of the charging service;
 - if the power supply for the charging station comes from the customer's installation, such customer is responsible for uninterrupted power supply. The customer must inform Blink if the power cannot be supplied for more than 4 hours;
- 12.6. notify everyone: unless otherwise agreed, Blink will publish the operated charging stations on various channels, including car navigation systems, websites and the like.
- 12.7. By way of the customer portal, Blink enables the customer to monitor the essential information about the operation, transmitting the information about the charging sessions, consumption, pricing and settlement and the general information on the charging points, their status and history of any malfunction.
- 12.8. The services in the provisions of this article apply without prejudice when the customer decides to have the charging points operated by Blink and regardless of the operating model chosen.

13. Operation of the Network Partnership

- 13.1. The following conditions will apply if the customer has chosen to allow the operation to take place by way of the so-called "network partnership".
- 13.2. The customer has the possibility to make charging the charging points covered by the "network partnership" free of charge; in such cases, Blink will not invoice the charging sessions of its own users.
- 13.3. Blink determines the rates for the charging point for third parties.
- 13.4. The income pursuant to the operation of the charging station is shared between the customer and Blink, based on a formula included in the agreement.
- 13.5. Blink will draw up a monthly statement of the charging sessions carried out in the form of a credit note to the customer. The said credit note will be paid 30 days after issue date.

14. Operation of Virtual Operator

- 14.1. If the customer has chosen to operate by means of the virtual operator model, the following conditions will apply.
- 14.2. In this, the Customer can personally indicate the rate per charging point or group of charging points, based on the possible rate settings offered by Blink. The rate setting options are:
- price per kWh
 - price per minute
 - starting rate that is charged at the start of each charging session
 - rotation rate that is charged when the electric car is connected, but is no longer charging. This rotation rate is also set per minute.
- 14.3. In addition, the customer has the option of setting a specific rate for the following target groups:
- own users
 - Blink subscribers

- other service providers
- 14.4. Blink charges the set rate to all parties using the charging service.
- 14.5. Blink cannot guarantee that the other service providers will charge its subscribers one-on-one rates.
- 14.6. The virtual operator model can only be used for charging points purchased by the Customer.

15. Operation of Concession

- 15.1. It is possible that the Customer and Blink agree that Blink itself invests in the publicly accessible charging points on the Customer's premises, and then the following conditions apply.
- 15.2. The customer grants Blink permission to operate these charging points on the customer's premises. The period for which this authorisation is granted is laid down in the Agreement.
- 15.3. The model for income classification in that case is always that of the "network partnership".
- 15.4. The investment made by Blink is always limited to only the charging points. Extensions to the Customer's electrical installation and other preparatory work are not included and are personally borne by the Customer unless expressly agreed otherwise.
- 15.5. The charging points in which Blink has invested remain the property of Blink for the duration of the agreement.
- 15.6. Upon termination of the agreement, the customer can opt for:
- takeover of the Blink charging points for an amount to be agreed;
 - removal of the charging points. Blink always removes the charging points for an amount to be paid by the Customer.

16. Liability

- 16.1. Blink's liability for indirect damage (including consequential damage, loss of profit, missed savings, reduced goodwill, damage for business stagnation, damage of third parties, damage to loss of data, business and materials or software of third parties) is expressly excluded in all cases.
- 16.2. The Customer or end user must ensure that the peripheral equipment he uses, such as mobile phones or computers and connections, is sufficiently secured against unauthorised use or viruses. Blink is not responsible for interrupted or disrupted functioning of communication, infrastructure or internet connections.
- 16.3. The Customer or end user is fully liable for damage resulting from inexpert or careless use of charging points and related materials made available, such as charging cards or charging cables. The Customer or end user indemnifies Blink against any third-party claims in this regard. It also indemnifies Blink against any claims by third parties relating to conduct or circumstances that are at the expense or risk of the Customer or end user.
- 16.4. Blink and the Customer are mutually liable for damage arising from contractual breaches, yet only for direct and foreseeable damage. Indirect and unforeseeable damage need not be compensated except when there is intent or

gross negligence. Neither need direct and unforeseeable damage be compensated if force majeure is proven.

- 16.5. Blink is not liable for the failures of third parties whom Blink engages to provide services.
- 16.6. Blink's liability to pay compensation for direct damage is at all times limited to an amount of EUR 5,000 per incident, in which case a series of related incidents is regarded as one incident.
- 16.7. Blink shall no longer be liable for damage caused or co-caused by unauthorised use by or on behalf of the customer or the end user or for damage co-caused because the customer does not comply with the applicable safety instructions, any other regulation for the relevant charging station or electric vehicle or other relevant regulations.
- 16.8. When a Customer enters into an agreement with Blink and such Customer makes the products and/or services available to third parties, including end users, in any manner whatsoever, the Customer will indemnify Blink, whenever it so requests, against any liability for damages, entitlement and claims arising from the relationship between the Customer and a third party, including an end user.
- 16.9. Blink is in no way whatsoever liable for damage resulting from any actions or omissions on the part of the Customer in breach of (a) provision(s) of these general terms and conditions. The Customer is liable to Blink for damages resulting from acts and/or omissions contrary to provisions laid down by law and/or contract, including these general terms and conditions.
- 16.10. To the extent legally possible, Blink is not liable for the damage caused to the customer or to third parties by its employees and/or by third parties engaged by it. The liability limitation in this article also applies to third parties whom Blink engages for the purposes of executing the agreement, as well as to persons for whom Blink is liable.
- 16.11. The limitations referred to in this article will lapse if and insofar as the damage is the result of intent or gross negligence on Blink's part. However, Blink is not liable for damage caused by deliberate or conscious recklessness by non-managerial staff and third parties engaged by Blink.

17. Force majeure

- 17.1. Blink is not obliged to fulfil any obligation in the case of force majeure. Force majeure is understood to mean things such as; delay or default of suppliers and/or other third parties engaged by Blink, disruptions of the internet, of electricity, of email traffic and disruptions of or changes to technology supplied by third parties, transport options, work strikes, government measures, delays in supply, negligence on the part of manufacturers and assistants, illness of personnel and disruptions of means of assistance or transport, or any other circumstance that prevents the agreement from being performed or executed.
- 17.2. In the case of a situation of force majeure, Blink is entitled to postpone the execution of the agreement, without judicial intervention, by a maximum period of 6 months or to terminate the agreement in full or in part, without this giving rise to any claim to compensation (for damages) for the customer or end user.

17.3. If a force majeure situation lasts longer than 30 days, Blink has the right to terminate the agreement, and what has already been delivered on the grounds of the agreement is then settled proportionately without the parties owing each other anything on any grounds whatsoever.

18. The Customer's Liability

18.1. The Customer will ensure that all obligations under these General Terms and Conditions are legally valid and binding for the End User, being a Customer of the Customer and/or a third party whom the Customer has given permission or has *de facto* enabled to use of the Products and/or Services.

18.2. The Customer guarantees and warrants that neither he nor the end user will make unauthorised use of the products and/or services. The Customer indemnifies Blink against all damage, including all reasonable costs incurred, that Blink suffers or may suffer as a result of acts and/or omissions and any claims for damages by third parties and/or end users relating to situations in which the Customer is liable as described in this article.

18.3. The Customer undertakes to execute the agreement with due regard for the interests of Blink. The Customer shall not in any way hinder Blink in its provision of its services. For example, the customer is not allowed to perform actions of which it can be presumed that they will cause damage to Blink's products and/or services.

19. Suspension

19.1. To the extent permitted by law, Blink is at all times entitled to suspend or interrupt its obligations with regard to the product and/or services if the Customer does not fulfil his obligations. Blink will only resume fulfilling its obligations after the Customer has fulfilled his obligations in full, including the payment of additional costs incurred by Blink.

19.2. Suspension or discontinuation of the service provision and/or rendering a product unusable does not release the Customer from his obligation to pay the outstanding invoices to Blink.

19.3. If Blink uses its right of suspension, this will not generate any right to compensation or restitution for the customer.

19.4. To the extent legally possible and unless expressly agreed otherwise, any right of suspension and/or set-off and/or any right of retention by the customer are/is excluded.

20. Transfer to third parties

20.1. The customer is not permitted to transfer all or part of his rights or obligations under the agreement to a third party without Blink's prior written consent. This provision has both an obligation-law and a property-law effect.

20.2. Blink is entitled to transfer all or part of its rights and obligations under the agreement to a third party. The Customer hereby grants his consent to such a transfer in advance.

21. Intellectual property

- 21.1. The customer or end user agrees that all intellectual property rights, such as copyright, trademark rights, design rights, database rights and patent rights of the services or products and of the information exchanged with the customers, the map, the websites and all underlying source codes, remain the property of Blink or its licensors. With due observance of the privacy legislation, Blink may continue to use or develop products, materials and methodologies that have been provided by the Customer or that contain derived information and such new developments will subsequently fall under Blink's property right.
- 21.2. The Customer is not allowed to remove or change any indication relating to the intellectual property rights (such as logos and copyright reserved) on or in connection with the products and/or services supplied by Blink or software, equipment, the website or the materials made available.

22. Privacy

- 22.1. When offering products and services, Blink processes certain data of the Customer or end user, including his personal data, which make it possible to identify a particular person.
- 22.2. When it processes personal data, Blink does so with due regard for the applicable privacy legislation.
- 22.3. Within the framework of an agreement, Blink may provide the personal data provided by the customer or end user to third parties within the framework of the execution of the agreement. Behavioural data on the use of products and services, such as electric charging behaviour, can also be provided to third parties. By accepting these general terms and conditions, the Customer or end user grants unconditional permission that Blink may process the personal data and provide them to third parties. Insofar as the Customer does not agree with this, he must impose a prohibition on Blink to transfer his personal data to third parties by registered letter.

23. Other provisions and applicable law

- 23.1. Blink can always change the offer of the products or the content of the services. Blink is also authorised to change the general terms and conditions. Blink undertakes to communicate the changes to the general terms and conditions via the monthly invoice. If the customer does not agree with the amended general terms and conditions, he has one month's time after having received the invoice to oppose the application of the new terms and conditions and to inform Blink accordingly by registered letter.
- 23.2. Blink is entitled to engage third parties in executing the agreement.
- 23.3. The Customer is not permitted to circumvent or remove technical security or usage restrictions related to the products or services.
- 23.4. If any provision of these general terms and conditions is invalid, illegal or null and void, for whatever reason, or is declared null and void, this does not affect the legal validity of the other provisions of these general terms and conditions, which remain in full force and effect.
- 23.5. Provisions of these general terms and conditions, which, by their nature, are intended to continue even after the agreement has ended, will remain valid even after the end.

23.6. The agreement and these general terms and conditions are governed by Dutch law. Any disputes relating to and/or arising from them must be submitted to the competent court in Amsterdam.