

TERMS & CONDITIONS

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS & SERVICES BY JACKSON ELECTRICAL SERVICES & CONTRACTORS LTD

The customer's attention is drawn in particular to the provisions of clause 12 and the indemnities contained in clauses 3.2, 6.6 and 10.4.

1. Interpretation

1.1 Definitions:

Business Day: a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document.

Contract: the contract between Jackson Electrical and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from Jackson Electrical

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form.

Jackson Electrical: JACKSON ELECTRICAL SERVICES & CONTRACTORS LTD
Company number 07305536

Software Plug-in: any software or cloud-based end user functionality embedded within the Goods.

Software Provider: a firm who hosts or provides the Software Plug-in.

Specification: any specification for the Goods, including any related drawings, which is agreed in writing by the Customer and Jackson Electrical.

1.2 Interpretation:

(a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) a reference to writing or written includes faxes and emails.

(d) a reference to Third Party Purchaser has the meaning given in clause 6.1, but where the context so require, shall also include any end user of the Product.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Jackson Electrical issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter, or advertising produced by Jackson Electrical, and any descriptions or illustrations contained in Jackson Electrical's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by Jackson Electrical shall not constitute an offer. A quotation shall only be valid for a period of 14 Business Days from its date of issue (unless otherwise stated on the quotation).

3. Goods

3.1 The Goods are described in Jackson Electrical catalogue as modified by any applicable Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Jackson Electrical against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and

other reasonable professional costs and expenses) suffered or incurred by Jackson Electrical in connection with any claim made against Jackson Electrical for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Jackson Electrical use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 Jackson Electrical reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

3.4 All Intellectual Property Rights in or arising out of or in connection with the Goods (other than Intellectual Property Rights in any materials provided by the Customer or the Software Plug In) shall be owned by Jackson Electrical and Jackson Electrical hereby grants to the Customer a non-exclusive licence to use the Intellectual Property Rights in accordance with the terms of this agreement.

4. Delivery

4.1 Jackson Electrical shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Jackson Electrical reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(b) if Jackson Electrical requires the Customer to return any packaging materials to Jackson Electrical, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Jackson Electrical shall reasonably request. Returns of packaging materials shall be at expense.

4.2 The Goods shall be delivered by such method as set out in the Order being either:

(a) shall Jackson Electrical deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after Jackson Electrical notifies the Customer that the Goods are ready.

(b) the Customer shall collect the Goods from Jackson Electrical premises at Ralphs Lane, Boston, PE20 1QU or such other location as may be advised by Jackson Electrical prior to delivery (Delivery Location) within seven Business Days of Jackson Electrical notifying the Customer that the Goods are ready.

4.3 Delivery is completed on the completion of loading of the Goods at the relevant Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Jackson Electrical shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Jackson Electrical with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If Jackson Electrical fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. shall Jackson Electrical have no liability for any failure to deliver the Goods to the extent that such failure is

caused by a Force Majeure Event or the Customer's failure to provide with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to accept delivery of the Goods within seven Business Days of notify Jackson Electrical ng the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or failure Jackson Electrical to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 17.00 am on the seventh Business Day after the day on which notified Jackson Electrical d the Customer that the Goods were ready; and

(b) shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

4.7 If the Jackson Electrical Business Days after the day on which notified Jackson Electrical d the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, Jackson Electrical

may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8 Jackson Electrical may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality and Warranty

The warranty in force at the point of purchase may take precedence over any amendments to the details shown below:

5.1 Jackson Electrical warrants that on delivery, and for a period of (refer to the list below) from the date of supply, the Goods shall (the Warranty):

(a) conform in all material respects with the Specification; and

(b) be free from material defects in design, material, and workmanship; and

(c) be of satisfactory quality (within the meaning of the Consumer Rights Act 2015).

Product type / Warranty period:

AC EV Charge Point.

36 Months warranty (OZEV registered Charge Points are subject to their own 36-month terms)

DC EV Charge Point.

12–24 Months (product dependent)
(extended warranties can also be purchased)

Embedded Software.

Matches associated main product.

Standalone Software.

12 Months

5.2 Subject to clause 5.3, shall, Jackson Electrical at its option repair or replace the defective Goods either on-site or, from place of Jackson Electrical business, if during the warranty period:

- (a) the Customer notifies of the Jackson Electrical Warranty issue using the method described at clause 8; and
- (b) Jackson Electrical is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so) returns such Goods to place of Jackson Electrical business, or the customer allows Jackson Electrical to replace or repair the goods on-site.

5.3 Jackson Electrical shall not be liable for the Goods' failure to comply with the warranty set out in clause 1 in any of the following events:

- (a) a defect arises because the Customer failed to follow Jackson Electrical oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods.
- (b) the defect arises as a result of Jackson Electrical following any drawing, design or Specification supplied by the Customer.
- (c) the Customer (or the installer) alters or modifies such Goods without the written consent of, Jackson Electrical
- (d) the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions.

5.4 Except as provided in clause 5.1, shall Jackson Electrical have no liability to the Customer in respect of the Goods' failure to comply with the warranty.

5.5 shall have no liability to the Customer in respect of consequential losses or costs.
Jackson Electrical

5.6 With the following exception, the Conditions above shall apply equally to any repaired or replacement Goods supplied by:

- (a) Goods supplied or repaired under the terms of the warranty will adopt the remaining term of the warranty, as applicable to the associated main product.

5.7 To initiate a warranty claim:

- (a) the claim must be notified to within the warranty period.

evcharge@jacksonelectrical.co.uk

- (b) the claim must be notified to in writing to:

b. the Customer must be able to supply to Jackson Electrical the serial number of the ChargePoint.

c. the Customer must, if requested, be able to supply to detail Jackson Electrical s about the installer.

d. the Customer should, as far as possible, be able to describe the equipment failure and should be forthcoming and cooperative with their responses to that Jackson Electrical may help to establish the cause of failure and the actions to be taken to correct the issue(s).

6. Conditions of Resale

6.1 If the Customer resells the Goods to a third party (Third Party Purchaser) the Customer shall not make any statement as to the quality or manufacture of the Goods other than as contained in the literature provided by or as o Jackson Electrical otherwise agreed in writing.

6.2 Where the Goods form part of a packaged product, the Customer warrants to only resell the Goods as such a packaged product.

6.3 The Customer shall be responsible for dealing with Third Party Purchaser complaints and concerns about the Goods and shall provide to Third Party Purchasers, for the duration of any Warranty, a free aftersales care service (After Sales Care Service).

6.4 If, as part of the After Sales Care Service, the Customer ascertains that, on the balance of probabilities, any Goods sold to a Third Party appear to be in breach of Warranty, the Customer shall:

(a) contact as soon Jackson Electrical as reasonably practicable, and in any event within seven days of becoming aware.

(b) provide such information to as Jackson Electrical reasonably requires.

(c) co-operate with to as Jackson Electrical certain the most appropriate solution to the defect, taking into account the nature of the defect, and:

(i) where appropriate shall conduct (or instruct such third parties to conduct) such minor repairs or replacements as directed in writing by; and/ Jackson Electrical or

(ii) where necessary, allow to ex Jackson Electrical amine the Goods in accordance with clause 5.3. Jackson Electrical

In the event the Goods are deemed to defective, shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.5 shall Jackson Electrical not be responsible for defects resulting from incorrect installation or use by the Third-Party Purchaser.

6.6 In the event that:
Jackson Electrical

(a) is directly contacted by a purchaser of Goods sold by the Customer; and/or

(b) takes action which it deems (acting reasonably) immediately necessary to prevent damage, whether to its brand or to any Goods sold, or the Customer breaches its obligations under this clause 6, the Customer shall indemnify and hold Jackson Electrical Harmless against on a full indemnity basis any loss it suffers (including management time).

6.7 Nothing in this clause 6, shall limit any statutory rights the Third-Party Purchaser has, whether against Jackson Electrical otherwise.

7. End User Licence Agreement and Software Plug-in

7.1 The Customer acknowledges that the Goods may contain functionality hosted by a Software Provider. Further details are as described in Jackson Electrical catalogue from time to time.

7.2 It may be necessary or desirable for the Third-Party Purchaser to enter into a licence agreement between the Software Provider and the Third-Party Purchaser to ensure full functionality of any Software Plug-in.

7.3 The Customer undertakes and agrees with the Company to ensure that Third Party Purchasers are aware of and accept the terms and conditions of any end user licence agreement (or similar) required by the Software Provider.

7.4 To the fullest extent permitted by law, Jackson Electrical shall have no liability towards the Third-Party Purchaser for the Software Plug-in, save to the extent it relates to hardware in the Goods.

7.5 The Customer undertakes to ensure that any problems or concerns in respect of the Software Plug-in are directed to the Software Provider and not to, Jackson Electrical and the provisions of clause 6.6 shall apply as if set out in this clause 7.

7.6 It may be necessary or desirable for the Third-Party Purchaser to enter into a direct agreement with Jackson Electrical and the provisions of this clause 7 shall apply accordingly.

8. Title and risk

8.1 The risk in the Goods shall pass to the Customer on completion of delivery.

8.2 Title to the Goods shall not pass to the Customer until the earlier of:

(a) Jackson Electrical receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment; and

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 8.4.

8.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Jackson Electrical property.

(b) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods.

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

(d) notify Jackson Electrical immediately if it becomes subject to any of the events listed in clause 11.1; and

(e) give Jackson Electrical such information relating to the Goods as Jackson Electrical may require from time to time.

8.4 Subject to clause 8.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Jackson Electrical receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as Jackson Electrical agent; and
- (b) title to the Goods shall pass from Jackson Electrical to the Customer immediately before the time at which resale by the Customer occurs.

8.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1, then, without limiting any other right or remedy Jackson Electrical may have:

- (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- (b) Jackson Electrical may at any time:
 - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9. Price and payment

9.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Jackson Electrical published price list in force as at the date of delivery.

9.2 Jackson Electrical may, by giving notice to the Customer at any time up to seven Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond Jackson Electrical control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, and other manufacturing costs).
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give Jackson Electrical adequate or accurate information or instructions.

9.3 The price of the Goods:

- (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Jackson Electrical at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance, and transport of the Goods, which shall be invoiced to the Customer.

9.4 Jackson Electrical may invoice the Customer for the Goods on or at any time after the completion of delivery.

9.5 Unless agreed between the parties, the Customer shall pay for the Goods in full and in cleared funds at the time of placing the order. Payment shall be made to the bank account or by such means as nominated in writing by Jackson Electrical. Time for payment is of the essence.

9.6 If the Customer fails to make any payment due to Jackson Electrical under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Jackson Electrical may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Jackson Electrical to the Customer.

10. Compliance with laws and policies

10.1 The Customer shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

10.2 The Customer shall comply with the Customer's mandatory policies as may have updated them from time to time, including but not limited to anti-bribery and corruption.

10.3 Each party shall comply with all applicable requirements of Data Protection Legislation.

10.4 In the event the Customer breaches this clause 10 the Customer shall indemnify Jackson Electrical against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Jackson Electrical in connection with any claim made against Jackson Electrical or loss suffered.

11. Termination

11.1 Without limiting its other rights or remedies, Jackson Electrical may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so.

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the Customer suspends, threatens to suspend, ceases, or threatens to cease to continue all or a substantial part of its business; or

(d) the Customer's financial position deteriorates to such an extent that in Jackson Electrical opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.2 Without limiting its other rights or remedies, Jackson Electrical may suspend provision of the Goods under the Contract or any other contract between the Customer and Jackson Electrical if the Customer becomes subject to any of the events listed in clause 11.1(a) to clause 11.1(d), or Jackson Electrical reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

11.3 Without limiting its other rights or remedies, Jackson Electrical may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11.4 On termination of the Contract for any reason the Customer shall immediately pay to Jackson Electrical all of Jackson Electrical outstanding unpaid invoices and interest.

11.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

12. Limitation of liability

12.1 Nothing in these Conditions shall limit or exclude Jackson Electrical liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable).

(b) fraud or fraudulent misrepresentation.

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

(d) defective products under the Consumer Protection Act 1987; or

(e) any matter in respect of which it would be unlawful for Jackson Electrical to exclude or restrict liability.

12.2 Subject to clause 12.1:

(a) Jackson Electrical shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) Jackson Electrical total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence),

breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

13. Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Contract by giving seven days written notice to the affected party.

14. General

14.1 Assignment and other dealings.

(a) Jackson Electrical may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Jackson Electrical

14.2 Entire agreement.

(a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

14.3 Variation.

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.4 Waiver.

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.5 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.6 Third party rights.

No one other than a party to this Contract shall have any right to enforce any of its terms.

14.7 Governing law.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

14.8 Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive authority to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

14.9 Branding.

Brand names, logos and trademarks used across our website remain the property of their respective owners. This listing of any firm or their logos is not intended to imply any endorsement or direct affiliation with Jackson Electrical Ltd.