

GENERAL TERMS AND CONDITIONS CHARGE TO GO! VERSION 2013 - 1.0

1. DEFINITIONS

"Delivery Charges"	the costs involved with the transport from the warehouse of CTG to the delivery address, placing and installation.
"Client"	is the other party to CTG.
"CTG"	is the private company with limited liability Charge to Go B.V., with its registered office in Hengelo and registered with the Chamber of Commerce under file number [59161035], the user of these general terms and conditions.
"Services"	are activities which are carried out by CTG and/or third parties engaged by CTG from time to time for the benefit of the Client.
"Agreement"	an agreement between CTG and the Client for the supply of Products and/or Services.
"Products"	are charging stations, parts and other physical products which are delivered from time to time by CTG.

2. APPLICABILITY

- 2.1 These terms and conditions apply to all offers, tenders and agreements whereby the delivery of Products and Services by CTG is the subject, also if the applicability in a specific case has not been expressly discussed between parties.
- 2.2 In the event of conflict between the provisions of these terms and conditions and the provisions of an Agreement, the provisions of that Agreement will prevail.
- 2.3 The applicability of the general terms and conditions applied by Client is expressly rejected by CTG.

3. OFFER AND ACCEPTANCE

- 3.1 All offers from CTG are without obligation, unless stated otherwise in writing. After acceptance of an offer by the Client, CTG will have the right during four working days to withdraw the offer. In that event CTG is not liable for any damage.
- 3.2 CTG is exclusively bound to assignments/orders which have been accepted by it in writing. CTG retains the right to attach conditions to the coming into effect of an Agreement, for example with regard to creditworthiness.

4. SUBJECT

- 4.1 Client buys (or as the case may be hires or leases) the Products specified in the Agreement and takes delivery of these from CTG, whilst CTG sells (or as the case may be rents or leases out) and delivers to Client, all this in conformity with the provisions of the Agreement and these terms and conditions.
- 4.2 In addition Client will take delivery from CTG of the Services specified in the Agreement, whilst CTG delivers these Services, all this in conformity with the provisions of the Agreement and these terms and conditions.

5. DELIVERY AND INSTALLATION

- 5.1 All (delivery) periods referred to by CTG are to its best knowledge recorded on the basis of the data which were known to CTG at the entering into of the Agreement, however they are never binding. In the event that CTG does not achieve the period referred to by CTG, CTG will only be in default after notice of default in writing. Client has no claim to any compensation whatsoever for whatsoever form of damages, if CTG is in default as referred to in this article.
- 5.2 The Products are delivered Ex Warehouse (Ex Works Incoterms 2010), also if parties have agreed that CTG gives a carrier the assignment for the execution of the transport. In that event CTG will act as freight forwarder. The Delivery Charges will thereby be on the account of Client and will be charged on by CTG. The risk of damage and loss transfers to Client at the time when the Products, ready for loading, are placed at the disposal of Client or as the case may be of a carrier. The transport (including loading and unloading) and placing will take place under the responsibility and risk of Client.
- 5.3 Client is obliged to provide the necessary cooperation required by CTG for the execution of the performance by CTG, also expressly including the obligation to take delivery and receipt of the Products. If CTG engages a carrier, then Client will ensure that the delivery address stated is accessible. Client also will ensure that products can be placed at a place which is in all aspects suitable and properly accessible. If Client does not fulfil these obligations, then CTG will be entitled to transport the Products on the account and risk of Client to a location deemed suitable by CTG and to store the Products there. The products are therewith deemed to be delivered and - when applicable - installed. Client will from that time owe the agreed prices, plus interest and all costs involved in storage, transport and insurance.

6. DAMAGE, DEFECTS AND COMPLAINTS

- 6.1 If the Products are delivered with externally visible damage or damage is caused during delivery to other items, then Client must immediately inform CTG of this. Client must state a proviso in the consignment note which will be offered to him by the carrier. If no consignment note is made available, then the damage must be promptly reported in another manner to the carrier.
- 6.2 Immediately after taking delivery Client must inspect the Products for defects and conformity. Any defects must be reported in writing to CTG within one week. If there is possible transit damage, then this must also be reported in writing to the carrier within one week. In case of tardy reporting the Products will be deemed to have been delivered without damage and in conformity with the Agreement.
- 6.3 Damage with regard to defects which were not apparent during the first inspection must - so as to be able to be eligible for guarantee - be reported within 10 days from the day on which the defects have become apparent or could have become apparent.
- 6.4 All reporting to CTG must take place in writing stating the item number, batch number and including a description of the defect, and as much as possible supported by photos, videos and other means of proof.
- 6.5 Under no circumstances will CTG be liable for a defect other than after it has been given the opportunity to repair the Product concerned, or as the case may be to replace it at its discretion..

7. RETENTION OF TITLE

- 7.1 CTG retains the ownership of all Products delivered by it to Client, until all amounts due on the basis of Agreements have been paid in full, including claims due to failure in the performance of Agreements.
- 7.2 CTG is entitled to take back the Products delivered to Client subject to retention of title, if the Client has not, not fully and/or not in a timely manner, fulfilled its obligations towards CTG, or if there is well-founded reason to assume that the Client will not, not fully and/or not in a timely manner be able to fulfil its obligations towards CTG. Client undertakes, upon first request from CTG to furnish surety, for the fulfilment of the obligations of Client, in the form required by CTG and to the extent required by CTG.

8. GUARANTEES

- 8.1 CTG guarantees that the Services and/or Products comply with the Agreement, in particular with the specifications included therein. Furthermore CTG guarantees that the Products have been produced by reputable manufacturers and comply with the relevant legislation and regulations.
- 8.2 Undertakings or guarantees with regard to the use and/or application possibilities of the delivered Products exclusively bind CTG if the undertakings have been included in the order confirmation in writing signed by CTG. Client is not permitted to disclose such undertakings.

9. LIABILITY

- 9.1 CTG will be liable for personal injury and for damage to property which are linked to a Product, insofar as the damage concerned is caused either by a defect of the Product, or by a failure attributable to CTG of persons or goods which CTG uses related to the execution of its obligations under the Agreement. There will be a defect if the Product does not comply with the Agreement (Section 17 Book 7 Civil Code).
- 9.2 CTG will not be liable for any other damage than the damage referred to in article 9.1. In particular damage caused by third parties is excluded - which comprises especially of theft of the connected objects or damage caused by external causes (including power supply fluctuations and vandalism) and regardless of the cause, damage of other items, every form of intangible loss, loss of data, lost profit or every other financial loss.
- 9.3 CTG will not be liable for damage caused through incorrect use, including also the use of the Product for a purpose of which CTG has not stated that the Product is suitable for. In particular this includes the connecting of an unsuitable piece of equipment to the Product.
- 9.4 The liability of CTG is limited to EUR 500,- per damaged item and to EUR 500,- per event.
- 9.5 The limitations of the liability of CTG do not apply if and insofar as the damage is caused through intent or wilful recklessness on the part of CTG.
- 9.6 Client indemnifies CTG against every claim by a third party, if and insofar as that claim exceeds the liability of CTG on the basis of this article.

10. PRICES AND INVOICING

- 10.1 Unless agreed otherwise the prices stated apply for delivery "Ex warehouse" (Ex Works Incoterms 2010). The prices are excluding Delivery Charges.
- 10.2 The prices are based on the standard equipment. If it is agreed that a Product will be delivered in a specific colour or with stickers, then the costs involved with this are not included in the price.
- 10.3 The prices are excluding VAT and other duties imposed by authorities.
- 10.4 Unless agreed otherwise the prices stated in CTG's current price list will apply at the time of delivery. All prices are in Euros.
- 10.5 Unless agreed otherwise CTG retains the right to implement price adjustments which are the result of general price developments and/or result of price fluctuations in the raw materials market. This can concern increases as well as reductions. CTG will inform Client in a timely manner about any price changes.

11. PAYMENT

- 11.1 Payment must take place within 30 days from the invoice date.
- 11.2 Client will be in default with immediate effect by exceeding a payment term, without the requirement of any demand letter or notice of default. At that time all claims of CTG against Client will become immediately due and payable. Client will owe, from the day of exceeding, the statutory commercial interest over the amounts owed by Client due to delay in the fulfilment.
- 11.3 The payments made by Client will always first be applied to settle the interest and costs owed and thereupon to settle the due and payable invoices which have been outstanding the longest, regardless of any contrary statement by Client.
- 11.4 If an order is executed in parts, then CTG will have the right to invoice each part separately.
- 11.5 Client will not be entitled to setoff the amounts owed to CTG against the amounts to be claimed by it from CTG.
- 11.6 All judicial and extrajudicial costs to be incurred by CTG in order to effect fulfilment of the obligations of Client will be reimbursed by Client. The extrajudicial costs will be recorded at 15% of the amount owed with a minimum of € 250 (excluding VAT).

12. FORCE MAJEURE

- 12.1 CTG and Client will not be obliged to the fulfilment of any obligation - not including therein the obligation of payment of a sum of money - if they are prevented through force majeure. Force majeure includes inter alia the following situations: industrial actions, exceptional weather and/or traffic circumstances, fire, breakdowns, government measures and force majeure in case of breach of contract by suppliers.
- 12.2 If a party is in a force majeure situation, then it will inform the other party as soon as possible about this.
- 12.3 If the period during which the fulfilment of the obligations is not possible due to the force majeure situation lasting longer than one month then both parties will be entitled to terminate the Agreement without judicial intervention and by means of registered letter without in that case an obligations of compensation existing for each of the parties.

13. TERMINATION BEFORE THE END OF TERM

- 13.1 CTG has the right to terminate every Agreement with immediate effect in the interim, or to suspend its obligations ensuing therefrom, without notice of default or other formalities, without judicial intervention and without being obliged to compensation, if one or more of the following situations occur:
- (I) Client is in default of the fulfilment of any obligations on the basis of an Agreement, or there are well-founded reasons to assume that Client is not able to continue to fulfil its obligations towards CTG.
 - (II) Client is bankrupt or as the case may be has applied for moratorium or Client is dissolved
 - (III) If Client is a natural person; the Debt Management (Natural Persons) Act is declared applicable to Client or Client is deceased.
 - (IV) The company of Client is ceased or transferred.
- 13.2 If one of the above situations occurs then all claims of CTG against Client, on whatsoever basis, will be immediately due and payable.
- 13.3 CTG is entitled to take back control over the Products, for security of its rights of recourse, at the time when it has well-founded reasons to assume that Client is not able to continue to fulfil its obligations towards CTG. Client will provide its cooperation to this.

14. GENERAL

- 14.1 If CTG at any time does not enforce a right or remedy at law accruing to it, then this will not be considered to be a waiver of that right or remedy at law.
- 14.2 CTG has the right to transfer any Agreement and all rights and obligations ensuing therefrom to another company.
- 14.3 The provision by CTG of technical data, advice or instructions can never apply as the provision of guarantee or granting of licensing rights.
- 14.4 The headings above the articles of these terms and conditions only serve as reference and have in that capacity no effect on the interpretation of the agreement.
- 14.5 If one or more provisions of the terms and conditions or of an Agreement would appear not to be entirely legally valid, then the other provisions will remain unimpaired. As replacement of any invalid provisions a suitable arrangement will apply which will approach as closely as possible the intention of parties and the economic result strived for by them in a legally effective manner.
- 14.6 CTG retains the right to amend these terms and conditions and provisions. In such an event CTG will inform the Client about this. Unless the Client responds within one month, the new terms and conditions will after the expiry of that period apply to the existing legal relationships.

15. APPLICABLE LAW

- 15.1 The law of the Netherlands applies to these Terms and Conditions and to all offers and Agreements, excluding the Vienna Sales Convention.
- 15.2 Disputes ensuing between parties under this Agreement or to which these terms and conditions are otherwise applicable will be exclusively resolved by the court of competent jurisdiction in the place where CTG has its registered office.