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Terms and Conditions of Purchase

Allego B.V.



Allego

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forward

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I. General Provisions

1. General Definitions

In these Purchase Conditions and a number of concepts have an initial capital letter. These concepts have the meanings given to them in this article 1:

- 1.1. **Acceptance:** the approval by Allego of the Deliverable or parts thereof.
- 1.2. **Acceptance Procedure:** the test procedure which is meant to demonstrate that the Deliverable does not contain any Defect(s).
- 1.3. **Affiliates:** the companies or entities organizationally connected with a Party, which group of companies may be amended from time to time.
- 1.4. **Allego Affiliates:** the companies or entities organizationally connected specifically with Allego, which group of companies may be amended from time to time
- 1.5. **Agreed Upon Use:** the use Allego intends to make of the Deliverable, as Supplier was aware of at the moment the Agreement was entered into or as Supplier should have been aware of pursuant to article 3, all of this in so far as that use is not explicitly excluded or restricted in the Agreement.
- 1.6. **Agreement:** the arrangements, agreements or other documents between Parties in relation to the Delivery of which agreement these Purchase Conditions are part or to which these Purchase Conditions are applied. Agreements that are entered into under a master agreement or a Framework Agreement will always be considered as separate Agreements.
- 1.7. **Annex/Annexes:** an annex or the annexes to an Agreement, which form an integral part of such Agreement
- 1.8. **Allego:** Allego B.V., with its registered office in Arnhem, the Netherlands, listed in the Trade Register under number 54100038, and the companies linked to Allego as members of the same group (i.e. the Allego Affiliates).
- 1.9. **Business Day:** any day that is not a Saturday, Sunday or public holiday in the Netherlands.
- 1.10. **Calendar Day:** Every day of the week, from Monday till Sunday including all public holidays.
- 1.11. **Code of Conduct:** Allego's latest version of its Code of Conduct for Suppliers, which may be amended from time to time.
- 1.12. **Commissioning:** Commissioning of the chargers at a location for the benefit of Allego and its EV users
- 1.13. **Data:** the (personal) data of Allego that is stored and/or made accessible for Supplier.
- 1.14. **Defect/Defects:** a malfunction or non-compliance of the Deliverable with the Agreed Upon Use.
- 1.15. **Deliverable/ Delivery:** all products (including Rights to Use), goods, services and work to be delivered by Supplier under the Agreement.
- 1.16. **Documentation:** every description of the Deliverable and its properties, whether or not specifically intended for the use, management and/or Maintenance thereof.
- 1.17. **EV:** an Electric Vehicle.
- 1.18. **End of Line Report:** Report that is created by Supplier at the end of its production process to guarantee that the Goods comply with all specifications.
- 1.19. **FAT:** Factory Acceptance Test.
- 1.20. **Framework Agreement:** a Framework Agreement or document designated at such entered into between Allego and the Supplier, including its Annexes, these Purchase Conditions and any and all future amendments thereto, with the objective of setting conditions for a specific period concerning Purchase Orders to be provided, specifically with regards to the price and the intended quantity and supply of Goods and/or Services.
- 1.21. **Goods and/or Services:** The goods, hardware, products, materials, equipment, spare parts, design, 2nd and/or 3rd online and/or on-site manufacturing support, services and/or all pertaining documents and any part or component thereof or incorporated therein, to be supplied as specified in an Agreement and/or an Purchase Order
- 1.22. **Incoterms:** The latest version of incoterms, issued by the international Chamber of Commerce and amended from time to time.
- 1.23. **Invoice Requirements:** the Invoice and Payment Instructions of Allego.
- 1.24. **KPI:** Key Performance Indicators.
- 1.25. **Maintenance:** work to be performed by Supplier for the purpose of repairing and/or enhancing the Deliverable.
- 1.26. **OCPP:** Open Charge Point Protocol, an application protocol for communication between EV charging stations and a central management system.
- 1.27. **Party/Parties:** Supplier and/or Allego as defined in the header of the Agreement.
- 1.28. **Performance Criteria:** the 'Performance Criteria' as included under a Framework Agreement.
- 1.29. **Personnel:** the members or staff and/or other auxiliary persons used by Parties in performing the Agreement.
- 1.30. **Program(s) of Requirements:** overview(s) with detailed specifications and requirements in relation to the Goods and/or Services set by Allego to the Supplier.
- 1.31. **Pricing Agreement:** a specific agreement entered into between the Supplier and Allego (or their Affiliates) in relation to a Framework Agreement in relation to the pricing of the Goods and/or Services.
- 1.32. **Purchase Conditions:** these Terms and Conditions of Purchase (section I to V). The parts of the purchase conditions which are applicable to an Agreement are specified in such Agreement.
- 1.33. **Purchase Order:** the written order, including all related documentation, issued by Allego to Supplier

- 1.34. **Right to Use:** the right pursuant to which Allego is entitled to use the Deliverable.
- 1.35. **SAT:** Site Acceptance Test.
- 1.36. **Security Incident:** an information security incident is made up of one or more unwanted or unexpected information security events that could very likely compromise the security of information and weaken or impair business operations.
- 1.37. **Service Party:** a party designated as providing 2nd online and/or site support services.
- 1.38. **SLA:** the Service Level Agreement entered into between Parties, which includes aspects of the service regarding the Delivery (including but not limited to quality, availability and responsibilities), that are agreed between Parties.
- 1.39. **Sub-Agreement:** : an agreement between an Affiliate of Allego and/or a (sub)contractor assigned by Allego with Supplier based on the rates and terms and conditions of a Framework Agreement that defines specific needs and demands with fixed quantities during a fixed period of time, in order to fulfil specified projects.
- 1.40. **Supplier:** the Supplier as defined in the header of an Agreement, i.e. Allego's counterparty.
- 1.41. **Value:** the total price agreed upon for the Delivery, as it is calculated on the basis of the initially intended life of the Agreement and inclusive of the initial estimate of the activities for which no fixed price has been agreed on – all of this exclusive of VAT.

2. Scope

- 2.1. These Purchase Conditions are applicable to and form part of all price quotations, offers, inquiries, order confirmations, orders, agreements and all other legal acts between Parties in the context of the Delivery as this is specified in and related to the Agreement. The applicability of any general or specific terms or provisions used by Supplier, under whatever name, is rejected.
- 2.2. In the event any of the Purchase Conditions should be null and void or be annulled, or any of the Purchase Conditions should be inapplicable or invalid according to a court of law, only the provision in question will be disregarded, whereas all the other Purchase Conditions will remain in full effect. Parties will consult with each other and replace the inapplicable or invalid provision by a new provision; in doing so, the purpose and the scope of the inapplicable or invalid provision will be taken into account as far as possible.
- 2.3. The Purchase Conditions consist of general provisions and special provisions. The general provisions relate to and are applicable to all Agreements into which Parties enter. The special provisions relate to and, supplementary to the general provisions, are applicable to certain specific Agreements into which Parties enter. In the event of any conflict between a general and a special provision, the special provision will prevail.

- 2.4. Changes to, additions to or deviations from any provisions in these Purchase Conditions applied in consultation between Parties in the context of an Agreement are only valid and binding if they have been recorded in writing and signed by both Parties.

3. Formation of the Agreement

- 3.1. An invitation to make an offer does not bind Allego. All offers are free of charge and remain valid for a minimum of 90 (ninety) Calendar Days.
- 3.2. Contrary to article 3.1, all offers remain free of charge and remain valid for a period of 6 (six) months after the order has been awarded by Allego to Supplier, when Supplier takes part in a tendering procedure initiated by Allego.
- 3.3. An Agreement is only concluded after either:
 - i. Allego has accepted Supplier's written offer in writing; or
 - ii. Parties have signed a written agreement; or
 - iii. Supplier carries out a written order given by Allego.
- 3.4. An Agreement is only concluded if the representative of Allego is empowered to do so.

4. Implementation and transfer of the Agreement

- 4.1. Any Delivery terms are deemed fixed and constitute deadlines, unless agreed upon otherwise in writing. If Supplier fails to deliver within the terms agreed upon, Supplier will be in default without any notice of default being required.
- 4.2. Allego may assign any Agreement or any part thereof or any Purchase Order to any Allego Affiliate and will notify Supplier thereof. Supplier shall not assign or subcontract Agreement or any part thereof to any third party without Allego's prior written consent. If Allego consents to any assignment or subcontract, such consent shall not relieve Supplier of or from any of the obligations or duties under the Framework Agreement and Purchase Order or any related documents entered into in relation to this Framework Agreement, and such consent shall be subject to Supplier's compliance with all such duties and obligations under the Framework Agreement and Purchase Order.

5. Value, Invoicing and Payment

- 5.1. This article is supplementary to the Invoice Requirements.
- 5.2. In case the purchase order does not specify the time of invoicing, the Value of the purchase order is invoiced as follows:
 - iv. following Acceptance of the relevant Delivery, or
 - v. once a month in arrears on the basis of hours actually spent, for services charged retrospectively.
- 5.3. An invoice must meet the statutory requirements and the requirements laid down in the Agreement and/or the Invoice Requirements.

- 5.4. The payment term is 45 (forty five) Calendar Days following the receipt of the invoice, unless agreed upon otherwise.
- 5.5. The agreed price is in Euros and is exclusive of VAT, unless otherwise agreed in writing, but inclusive of costs of transport, taxes, import duties, other levies, fees, charges, insurance, packaging expenses and removal expenses and inclusive of all costs and costs for delivery.
- 5.6. The agreed price is fixed for the duration of the Agreement, unless the Agreement states the specific and concrete circumstances which can result in price adjustment and also defines the method in which the price adjustment takes place in those cases.
- 5.7. If Allego exceeds a payment term or does not pay an invoice by reason of reasonable, probable or disputed incorrectness of that invoice or in the event of faultiness of the invoiced item or service, this does not result in Allego being in default and does not give Supplier the right to suspend or terminate its activities.
- 5.8. Payment of an invoice by Allego does not imply acknowledgement that Supplier or the invoiced item satisfies the Agreement.

6. Guarantees

- 6.1. Supplier guarantees that:
 - vi. The Delivery contains the features agreed upon and complies with the agreed use; and
 - vii. The Delivery is suitable for the purpose for which the Delivery is intended by its very nature or which is evident from the Agreement; and
 - viii. The Delivery complies with the applicable national and international legal requirements and other government regulations; and
 - ix. The Delivery is suitable for the use intended by Allego; and
 - x. The Delivery and its use, including any resale, does not breach the rights of third parties, including intellectual property rights.
- 6.2. In the event Allego discovers, at any time during the life of the Agreement, that the Delivery, or parts of it, does not comply with the guarantees listed above, Allego will inform Supplier of this in writing or by email and in urgent cases by telephone.
- 6.3. In the event more than 20% of the Delivery does not comply with the guarantees listed above, Allego is entitled to terminate (ontbinden) the entire Agreement without notice of default.

7. Contract variation

- 7.1. Allego shall be entitled to amend the contents and scope of the Delivery, even if this results in an increase or decrease of the scope of the Delivery. If Supplier is of the opinion that the amendment has an effect on the agreed price, Allego shall be informed of this immediately in writing, and in the event of additional work, Supplier shall issue a written quotation with

regard to the price and period involved, as well as the effect this additional work will have on the other work to be performed by Supplier. Amendment of the price or Delivery period shall be effected on the basis of the unit prices and tariffs set out in the Agreement, or on the basis of reasonableness and the standards and assumptions on which the Agreement is based.

- 7.2. Execution of the amendment may only take place after Allego has accepted the (amended) quotation in writing.

8. Documentation

- 8.1. Documentation must be drawn up in such a way as to ensure that the Deliverable can be properly used, managed and maintained by Allego and third parties. Documentation for the end users must be in the English language, unless agreed upon otherwise. Documentation must be and continue to be such:
 - 8.1.1. that it offers a correct, complete and detailed description of the Delivery to be supplied by Supplier and its functionalities;
 - 8.1.2. that users can make use of all possibilities the Delivery offers and that they can understand the operation.
- 8.2. Supplier shall always keep the Documentation updated. As soon as it becomes clear that the Documentation is not or no longer correct or complete, Supplier is obliged to update the Documentation promptly, at Supplier's expense.
- 8.3. Allego may reproduce and amend Documentation and publish it for use within its organisation without owing a further fee to Supplier or any other party, provided that the copyright statements it contains is left intact.

9. Liability

- 9.1. Supplier is liable when it imputably fails to meet its obligations, for the damages suffered or to be suffered as a result of this.
- 9.2. The liability for damages referred to in article 9.1 for a Delivery smaller than € 100.000,00 is limited to € 100.000,00 per event, unless agreed upon otherwise.
- 9.3. The liability for damages referred to in article 9.1 for loss or damage other than that referred to in article 9.2, is limited to four times the Value of the purchase order per event, unless agreed upon otherwise, provided always that the liability never exceeds € 5,000,000.00 per occurrence. A series of connected incidents is seen as a single occurrence.
- 9.4. Allego is liable in case it imputably fails to meet its obligations, for the damages suffered or to be suffered as a direct result of this.
- 9.5. The liability for damages referred to in article 9.4 never exceeds € 500,000.00 per occurrence.
- 9.6. The limitation of the liability referred to in the articles 9.2 and 9.3 no longer applies:
 - 9.6.1. in the event of third party indemnity
 - 9.6.2. resulting from death or injury; and/or

- 9.6.3. in the event of intent or gross negligence of Supplier or its Personnel;
- 9.6.4. in the event of an infringement of intellectual property rights as referred to in article 12.
- 9.7. In the event a penalty is imposed on Allego as a result of an imputable failure of Supplier to meet its obligations or an act or an omission attributable to Supplier, which penalty is (in part) directly connected with the failure, act or omission referred to above, Supplier shall indemnify Allego for (that part of) that penalty. This indemnity is not subject to the limitations of liability referred to in the articles 9.2, and 9.3.
- 9.8. All obligations, including those pursuant to tax law, health care insurance and social insurance law and regulations, with respect to Supplier's Personnel are for the account of Supplier. Supplier indemnifies Allego against liability in connection with these obligations. This indemnity is not subject to the limitations of liability referred to in the articles 9.2 and 9.3.

10. Insurance

- 10.1. Supplier has taken out suitable insurance in compliance with generally accepted standards and shall continue to be insured against all liability arising from the Agreement and the related agreements, including in any case professional and business liability, or shall provide in any other way demonstrably sufficient guarantees to cover possible liability.
- 10.2. The insurance/surety referred to in the previous paragraph must provide for at least 100% of the amounts referred to in article 9.2, 9.3 and 9.5 on an annual basis.
- 10.3. Supplier will provide Allego with a copy of its insurance policy or surety at first request.

11. Confidentiality and publicity

- 11.1. This article 11 is in addition to any relevant 'non-disclosure agreement(s)' entered into between the Parties or Affiliates.
- 11.2. Supplier shall provide Allego with all data, Documentation and information pertaining to the Delivery insofar as it could be of importance to Allego.
- 11.3. Allego may, possibly contrary to any non-disclosure agreement(s)', disclose all data as well as any Agreement(s) entered into to any of its legal, tax or financial advisors, financing parties, subsidy or permit providers, investors, auditors, regulators or governmental bodies or agencies.
- 11.4. Supplier shall not disclose any Data, Documentation or information and other items which it receives from Allego in connection with the Agreement, for example in the form of drawings, images, calculations, work methods, descriptions, software or accompanying documentation, without prior written permission of Allego. Supplier shall not reproduce, copy, make

available or disclose to a third party, or use the above mentioned information carriers in any way other than for the performance to be provided.

- 11.5. If no Agreement has been concluded or when the Agreement is terminated or dissolved, Supplier shall at first request of Allego return all Data, Documentation, information, media and other items, including made available to it by Allego and any copies thereof at once to Allego, or delete it.
- 11.6. Supplier is not permitted to use the name, or any trade names, trademarks, logos or other references to Allego in any external press release, advertising material, publicity material or otherwise without prior written permission of Allego.
- 11.7. Supplier will oblige its Personnel to observe the confidentiality and publicity covenant set out in this article.
- 11.8. With respect to all Data or information, originating from Allego, which is held by Supplier or has been provided to Supplier, Supplier commits himself:
- 11.8.1. to observe all reasonable measures for safe conservation and storage; and
- 11.8.2. not to use the Data or information for any purpose other than the agreed purpose; and
- 11.8.3. not to retain the Data longer than is reasonably necessary for the performance of the agreed obligations; and
- 11.8.4. to cooperate in the carrying out of supervision by or on behalf of Allego.
- 11.9. In case of breach of this article, Supplier forfeits to Allego, per violation, a penalty which is immediately due and payable, and which amounts to four times the Value of the purchase, without prejudice to the right to claim the damages suffered, all of this with due observance of article 9 of these General Provisions. The penalty referred to in the previous sentence shall not exceed € 500,000.00 per violation.

12. Intellectual Property

- 12.1. Supplier agrees that Allego is the sole and exclusive owner of all software (including modifications and documentation), products, inventions, designs, specifications, documents, writings, and other materials created, conceived, prepared, made, discovered or produced by Supplier for Allego pursuant to the Agreement.
- 12.2. Supplier irrevocably assigns and transfers to Allego all of its worldwide right and title to, and interest in, the Deliverables, including all associated copyright, patent, trade secret, trademark, and any other intellectual property or proprietary rights.
- 12.3. Supplier grants to Allego a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, non-terminable, transferable, sublicensable license to all Intellectual Property Rights used in the creation of the Deliverables in order for Allego to exercise its rights in the Deliverables as contemplated by the Agreement.

- 12.4. Supplier guarantees that the Delivery provided by Supplier to Allego does not infringe any intellectual property rights or other rights of third parties, including personality and industrial rights. Supplier indemnifies Allego and holds Allego harmless against any claims by third parties based on the allegation that the Delivery made available by Supplier to Allego infringes the relevant rights of third parties. If the third party impedes Allego the Right to Use the Delivery or parts of the Delivery as delivered by Supplier, Supplier shall, at its own expense and discretion immediately either:
- 12.4.1. ensure that Allego is as yet granted the right to continue the use; or
 - 12.4.2. replace the infringing part by a part that has equivalent possibilities for use and does not infringe any third party rights; or
 - 12.4.3. modify the infringing part in such way that it no longer infringes third party rights.

13. Processing of Personal Data and Data Protection

- 13.1. To the extent that Allego comprises Data, Allego hereby agrees that Supplier is acting as data processor (or sub-processor) on behalf of Allego. Supplier shall process the Data in accordance with Allego's instructions, the General Data Protection Regulation and other applicable Data Protection Laws.
- 13.2. Supplier will implement and maintain appropriate organisational, administrative, physical and technical safeguards for the protection of the confidentiality, integrity and availability of the Data and to protect against unauthorised access to or alteration, disclosure, destruction or loss of Data.
- 13.3. Parties will regulate the processing of personal Data by Supplier for Allego by means of a Data Processing Agreement (verwerkersovereenkomst). Supplier will process this personal Data only for and on the basis of written instructions from Allego, barring statutory rules to the contrary.
- 13.4. Supplier shall indemnify Allego against any penalty, claim, demand, suit or proceeding made or brought against Allego by a third party (including any regulator) based on a breach by Supplier (or Supplier Personnel or third parties for which Supplier is responsible) of its obligations under applicable Data Protection Laws.
- 13.5. Supplier warrants that it shall inform Allego without undue delay (but always within 72 hours of discovery) after becoming aware of one or more of the following events:
- 13.5.1. in the event Supplier (or Supplier Personnel or third parties for which Supplier is responsible) does not comply with the requirements of the Data Processing Agreement; or
 - 13.5.2. in the event it detects that a Security Incident has occurred which involves loss of encryption keys or personal Data, unauthorized disclosure, unauthorized access, misuse, loss, theft or accidental or unlawful destruction of Data.

- 13.6. Allego is entitled to claim damages from Supplier in case one or more of the events described in article 13.5 or events related to the events mentioned in article 13.5 have occurred.

14. Force Majeure

- 14.1. A failure in the performance of the Agreement which cannot be attributed to the fault of a Party and which cannot be attributed to that Party pursuant to the law, a legal act or according to generally accepted standards either, is seen as a failure arising from circumstances beyond that Party's reasonable control.
- 14.2. Circumstances beyond Supplier's control never include: events that are reasonably attributed to the control of the Supplier, lack of Personnel, strikes, illness of Personnel (except in case of a pandemic that has not been ongoing), delayed Delivery or unsuitability of goods for performing the Delivery, lack of raw materials or liquidity or solvency problems. A lack of the requisite spare parts can never be construed as a force majeure.
- 14.3. In the event of force majeure by Supplier, Allego is entitled to terminate the Agreement in accordance with article 15.8 of these Purchase Conditions, or suspend performance of the Agreement until the circumstance that causes the force majeure has ceased to exist, and Supplier shall not be entitled to any compensation or damages for any such loss or damage.
- 14.4. If, due to a force majeure Event, a Party finds itself unable, temporarily or otherwise, to perform its obligations towards the other Party in any way, this Party shall immediately inform the other Party of this in writing without unnecessary delay. Such notification also states the cause of the delay and its anticipated duration, measures to be taken and informs the other Party on an ongoing basis regarding the status of this force majeure. If the Supplier fails to take measures to mitigate the force majeure this Party can be held liable by Allego for any delays or (additional) costs or damages as a result of the force majeure.

15. Suspension and Termination

- 15.1. Supplier may only suspend its obligations after having sent a default notice, in which Allego has been offered a reasonable term of at least 30 (thirty) Calendar Days to meet its obligations as yet.

Termination by giving notice of termination

- 15.2. Agreements for a definite period cannot be terminated early (*tussentijds opzeggen*) – except on the specific grounds for termination as agreed upon in the Agreement. Continuing performance Agreements for an indefinite period of time can be terminated by giving notice of termination (*opzeggen*), respectively three (3) months for Allego and six (6) months for Supplier.

- 15.3. In addition to the grounds for termination as agreed upon in the Agreement, Allego is entitled to terminate (*opzeggen*) Agreements for a definite period, with due observance of a notice period of three (3) months, taking effect on the date when Allego's rights and obligations pass under general title to another party (for example in case of a merger).
- 15.4. Even if several Agreements are interrelated, Allego is nevertheless entitled to terminate (*opzeggen*) only parts of the Agreements, selectively, taking effect from the end of the current term and with due observance of a notice period of 1 (one) month. Such termination does not affect the Agreements related to it.

Termination for breach

- 15.5. In the event a Party fails to meet one of its obligations agreed upon, the other Party can give notice of default to that Party, in which case the defaulting Party is offered a reasonable period of time to comply with its obligations as yet. Should the defaulting Party still fail to perform, it is in default (*verzuim*). Notice of default is not required if there is a deadline, performance is permanently impossible, if it can be deducted from a statement by or the behaviour of the Party that it will fail to comply with its obligation to perform or in the event that more than 20% of a Delivery does not comply with the Agreement.
- 15.6. Without prejudice to any of the other provisions in the Agreement, either Party can terminate the Agreement for breach, in part or in full, by registered letter and out of court, if the other Party is in default (*verzuim*) or in case any of the other situations should occur that are mentioned in article 15.5 of these General Provisions.
- 15.7. Without prejudice to any of the other provisions in the Agreement and without prejudice to any other statutory provisions, Allego can terminate the Agreement and all agreements related to it, without further notice of default, for breach by registered letter during 12 (twelve) months after Allego establishes that:
- 15.7.1. Supplier has applied for (provisional) suspension of payments; or
 - 15.7.2. Supplier files for its liquidation or is ordered into liquidation; or
 - 15.7.3. Supplier's enterprise is dissolved; or
 - 15.7.4. a substantial part of Supplier's assets have been attached; or
 - 15.7.5. Supplier discontinues its enterprise; or
 - 15.7.6. the control over the activities of Supplier's enterprise is substantially changed, which means that Allego, can no longer be expected, in all reasonableness, to continue the Agreement, or;
 - 15.7.7. the Delivery is rejected after inspection or re-inspection.
- 15.8. In the event a force majeure situation as mentioned in article 14 lasts 60 (sixty) consecutive Calendar Days or

has lasted for a period of more than a total of 90 (ninety) Calendar Days in a calendar year, or as soon as it becomes apparent that a force majeure situation will last longer than such period, Allego will be entitled to terminate the Agreement early with immediate effect, in part or in full. In case of force majeure on the part of Supplier, the occurrence of this event will be regarded as an imputable failure of Supplier to meet its obligations. In this situation, the Supplier shall be obliged to effect compensation to the extent that such Party has derived benefit from the force majeure which he would not have enjoyed in the normal performance of the Agreement.

16. Change of control

- 16.1. In the event that a third party acquires a majority of the issued share capital in Supplier or the assets Supplier uses in the performance of the Agreement are transferred to a third party, Supplier shall inform Allego about that takeover or transfer as soon as possible, but ultimately within 10 (ten) Calendar Days after the takeover or transfer has been affected. Allego shall have the right to terminate the Agreement for breach with immediate effect by registered mail during a period of 6 (six) months after the take-over or transfer.

17. Guidelines

- 17.1. Supplier must be familiar with Allego's "Code of Conduct for Suppliers" (based on the guidelines of the Organisation for Economic Cooperation and Development (OECD)) and endorse it.
- 17.2. Supplier must be familiar with Allego's "Way of Working" and endorse it.

18. Audit Rights

- 18.1. Allego is entitled to check Supplier's performance of the material obligations under the Agreement, and the correctness of the invoices sent to Allego by an independent third party expert on the matter.
- 18.2. The inspection will only take place if Allego has obvious misgivings concerning Supplier's performance of its obligations or if Allego has some other legitimate interest in the inspection (i.e. legal duty, instructions of supervising authority).
- 18.3. Supplier shall render every assistance that can be reasonably expected for such an inspection. In this context, Supplier shall at least allow inspection of all relevant documents, Data, and all background information that could be relevant in the context of this inspection.
- 18.4. Allego ensures that the third party expert referred to in article 18.1 will comply with possible rules that Supplier applies. If the inspection cannot be (fully) performed due to such rules, this will be at Supplier's risk.
- 18.5. The costs incurred by this inspection will be at Allego's expense (both its own costs and the Supplier's costs),

unless the third party expert identifies one or more shortcomings, which shortcomings are not of minor importance, to the detriment of Allego.

Cooperation in audits at Allego

- 18.6. In so far as Allego depends on Supplier for the performance of (statutory) audits, Supplier shall render every assistance required for the performance of these audits.

19. Exit Clause

- 19.1. If the Agreement ends early for any reason, Supplier will, as soon as Allego so requests, take all the necessary actions to ensure that a new counterparty or supplier can, without impediment, assume responsibility for performing the Agreement and/or that a new counterparty can work on a similar Delivery for the benefit of Allego. Supplier will also immediately return to Allego all Data, Documentation, books, papers and other items, including Data and information carriers, made available to it by Allego.
- 19.2. Other than in a case where the Agreement is cancelled pursuant to the provisions of article 15.6, 15.7 or 15.8, Supplier will perform the services referred to in article 19.1 at the rates and on the terms specified in the Agreement or, in the absence thereof, at the rates generally applied by Supplier and on such terms as may be agreed.
- 19.3. The services referred to in article 19 will be provided free of charge if Supplier imputably fails to discharge an obligation.

20. Subcontracting

- 20.1. Supplier is not permitted to subcontract the Delivery or any part thereof to third parties nor to assign his rights and obligations resulting from this Agreement in whole or in part to third parties without prior written permission from Allego. Allego can attach conditions to the use of third parties, one of which will be that third parties are to be bound by Supplier to the same obligations as Supplier has vis-à-vis Allego.
- 20.2. When Supplier has prior written permission from Allego to subcontract the Delivery, Supplier shall remain liable for performance of the Agreement as a whole vis-à-vis Allego. Supplier shall remain fully responsible for third parties.
- 20.3. Supplier shall ensure that third parties are informed of the obligations laid down in the Agreement and the agreements related to it for the performance thereof.

21. Non-enticement Clause

- 21.1. Supplier shall not, without prior written permission from Allego, during the performance of the Agreement as well as within one (1) year of termination of the Agreement, in any way, directly or indirectly, approach or tempt Personnel of Allego to end their employment with Allego in order to enter into an Agreement with Supplier or an enterprise affiliated

with Supplier. This permission shall not be withheld on unreasonable grounds. If an employee of Allego, acting on his own initiative, actively approaches Supplier, Supplier has not acted contrary to this article.

22. Applicable Law and Disputes

- 22.1. The Agreement and all agreements related to it are exclusively governed by the laws of the Netherlands.
- 22.2. The uniform law, drafted by the diplomatic Conference in 's-Gravenhage in 1964 concerning the unification of the international sale of goods (ULIS) and the Vienna Sales Convention (CISG) do not apply.
- 22.3. Any dispute, including any dispute that is only considered to be a dispute by one of the Parties, which dispute arises from the Agreement or any agreement related to it, will be submitted to the competent court in the Netherlands, located in Arnhem.

II. Special ICT Provisions

The provisions in this chapter apply in addition to the provisions in the general part of the Purchase Conditions and in so far as the Delivery also includes ICT Deliverables.

23. ICT Definitions

- 23.1. **Application Landscape:** the whole of internal and external systems, software, data banks, connections, hardware, ICT infrastructure and auxiliary materials that constitutes the automated information provision for Allego.
- 23.2. **Availability:** the extent to which the Deliverable is actually available for Allego and to which it can be used.
- 23.3. **Corrective Maintenance:** detection and reparation of Defects by Supplier, which Defects Allego has reported to Supplier or which Supplier has become aware of in any other way.
- 23.4. **FAT-report:** the report that explains the deviations or abnormalities observed during testing.
- 23.5. **Implementation:** all the acts and activities required to put all parts of the Deliverable into use, both separately and in combination with each other, in such a way that all intended users can work with it in accordance with the Agreed upon Use.
- 23.6. **Innovative Maintenance:** making Updates and/or Upgrades of the Deliverable available to Allego.
- 23.7. **Maintenance:** supplementary to the definition of article 1.12.: all of the Corrective Maintenance, Preventive Maintenance, Innovative Maintenance and user support together.
- 23.8. **Preventive Maintenance:** measures taken by Supplier to prevent Defects and other technical problems and other forms of services connected with that.
- 23.9. **Service Levels:** requirements and performance standards included in the Agreement with respect to

Maintenance and other forms of services agreed upon in the Agreement.

- 23.10. **Software:** all the software applications to be delivered or, in the case of SaaS, made available by Supplier.
- 23.11. **Update(s):** a consecutive version of the Deliverable in which Defects have been repaired and/or the performance of the Deliverable has been improved in any other way.
- 23.12. **Upgrade(s):** a consecutive version of the Deliverable with substantially new or improved functionalities, whether released under a new name or not.

24. Risk Analysis

- 24.1. Unless agreed upon otherwise and prior to the formation of the Agreement, Supplier shall, at first request of Allego, perform a risk analysis with respect to the Deliverable that Allego intends to purchase. The risk analysis is more specifically based on the information referred to in article 2 and 3 of the General Provisions. In the offer to Allego, Supplier shall address any risk possibly observed and the measures required to control that risk.
- 24.2. With Allego's prior written consent, the risk analysis referred to in article 24.1 can also be performed after the Agreement has been concluded, but before the Implementation of the Deliverable. If Supplier's proposal of how the risks that were noticed are going to be addressed is not acceptable to Allego, Allego is entitled to terminate (ontbinden) the Agreement with immediate effect, without Allego having to compensate any damages, but in return for reimbursement of the costs incurred so far by Supplier – including the costs for performing the risk analysis.

25. Acceptance of the Deliverables

25.1. The Acceptance Procedure is as follows:

- 25.1.1. Delivery shall take place "DDP": Delivery Duty Paid", in accordance with the version of Incoterms applicable at the time of ordering, unless specified otherwise in these Purchase Conditions or the Agreement;
- 25.1.2. Before each Delivery or (parts) of the Delivery, and in so far as applicable to the kind of Goods concerned, Supplier shall perform the Factory Acceptance Test (FAT). Supplier shall provide Allego with a report on the tests to be performed by the Supplier. Supplier shall provide Allego with a FAT-report. Such report shall verify that the Delivery meets the requirements under these Purchase Conditions and the Agreement.
- 25.1.3. When Supplier is responsible for the Installation of the Deliverable, Supplier shall perform a Site Acceptance Test (SAT). After Allego's approval of the SAT, the Delivery shall be accepted in writing by Allego by a person duly authorized to do so, with his or her name stated.

25.1.4. When the Deliverable shows Defects (in the FAT or SAT), Supplier will, within a reasonable term, i.e. the term specified in the Agreement for that purpose, following the date the test report is signed, present a planning for the Defects listed in the test report to be repaired at Supplier's expense;

25.1.5. after the term referred to in the previous paragraph, Supplier will once again submit (the relevant part of) the corrected Deliverable for Acceptance by means of the Acceptance Procedure.

25.2. The terms and the (adapted) planning schedules set in the context of the Acceptance Procedure must be in keeping with the total planning of the Agreement and may not lead to any delays.

25.3. In the event the Deliverable and/or parts of it are rejected by Allego because of Defects, even where the (integral) Acceptance Procedure is performed for the second time, Allego is entitled:

25.3.1. to terminate (ontbinden) the Agreement – in full or in part – out of court, in which case Supplier will be liable for the damages suffered or to be suffered by Allego, within the context of article 9 of the General Provisions; or

25.3.2. to allow Supplier to repair the Defects as yet, at Supplier's expense, notwithstanding Allego's right to compensation for the damages already suffered, within the context of article 9 of the General Provisions; or

25.3.3. to accept the Deliverable conditionally pursuant to conditions to be agreed on in more detail, in which case the provisions sub (i) of this article apply accordingly if Supplier should fail to comply timely with the conditions laid down for the conditional Acceptance.

25.4. In case of Defects that cannot be solved within the planning schedule agreed upon, it can be decided, by mutual consent, to implement, temporarily, an acceptable work-around and/or to find a solution for Defect(s) at a later stage.

25.5. Defects that do not impair, either individually or in combination, the use of the (relevant part of the) Deliverable for productive purposes, cannot be a reason for non-Acceptance, notwithstanding Supplier's obligation to repair these within a reasonable term.

25.6. In the event the Deliverable is delivered in part deliveries, each Delivery is followed by an Acceptance Procedure and, following Acceptance of the last part of the Deliverable, an integral Acceptance Procedure will take place in which the complete Deliverable and the coherence of the part deliveries ("the sum of the parts") will be tested for Defects. Acceptance only takes place after the integral Acceptance Procedure has been successfully completed.

25.7. Acceptance is deemed to have taken place if Allego has not responded within three months, and an

Acceptance Procedure has neither been agreed upon nor performed and Allego has put the Deliverable to use, within its organisation, for productive purposes.

26. SaaS Service

- 26.1. The provisions in this article only apply in case and in so far as Software as a Service (SaaS) is to be delivered by Supplier to Allego.
- 26.2. Supplier is aware of the dependence of Allego on the Availability and proper functioning of the SaaS service. To this end, Supplier shall not be permitted to limit or block use of the SaaS service with technical measures, save for when:
 - 26.2.1. Supplier has given Allego notice of default for an attributable shortcoming by Allego in its compliance with obligations arising from the Agreement; and
 - 26.2.2. Supplier has granted Allego a reasonable term for fulfilment of at least 60 (sixty) Calendar Days; and
 - 26.2.3. Allego continues to fail imputably in its compliance with these obligations.
- 26.3. Supplier shall provide a solution fit for SaaS to guarantee the continuity of data and SaaS services for Allego. To ensure continuity, Availability, the use and Maintenance of the SaaS service and the access to Data stored in it, Parties shall at the latest before the effective date (as provided in the Agreement) try to agree on a continuity scheme for calamities that is adequate for Allego, such as (but not limited to) the unavailability of the server on which the SaaS service is installed, bankruptcy or a suspension of payment of Supplier. If Allego is of the opinion that there is no adequate solution by the effective date, Allego shall be entitled to immediately terminate the Agreement for breach by Supplier.
- 26.4. In order to secure the Data that is being processed for the SaaS service, Supplier shall arrange a daily back-up copy of the involved Data and the underlying database structures on a server designated by Allego. Supplier shall provide valid Documentation about this structure to Allego each time. Complementing this, Allego shall be entitled to (let a party) produce copies of the SaaS service and Data on the server for back-up purposes. Supplier is liable when it imputably fails to meet its obligations. Article 9 of the General Provisions applies.

27. Support and Maintenance

- 27.1. Unless agreed upon otherwise, Supplier shall carry out Maintenance for the Deliverable at the value as specified for Maintenance in the Agreement. Maintenance starts as from the Acceptance of (the relevant part of) the Deliverable.
- 27.2. The conditions laid down below are considered the (minimum) conditions for Maintenance. Conditions specified in the Agreement and/or related documents will prevail.

- 27.3. The Maintenance includes at least the following services, unless agreed upon otherwise:
 - 27.3.1. Corrective Maintenance;
 - 27.3.2. Preventive Maintenance;
 - 27.3.3. Innovative Maintenance;
 - 27.3.4. user support.
- 27.4. The moment Maintenance is performed is determined in mutual consultation between Parties. Starting point is that Maintenance should take place in such a way that it is the least disruptive for Allego's business process. Maintenance that is or may be disruptive for Allego's business processes must be announced in advance and in good time.

Service Level Agreement

- 27.5. Supplier warrants to be prepared – insofar as this has not been arranged for in the Agreement – to enter into one or more SLA's upon Allego's first request, in which concrete Service Levels are laid down for Maintenance as referred to in article 27.3 and in which measures have been included with respect to reaching or not reaching the agreed Service Levels.
- 27.6. The consequences of not reaching Service Levels are laid down in the Agreement/SLA, on the understanding that (partial) termination (ontbinding) of the Agreement and/or SLA by Allego may always be effected if the same Service Levels are not reached in a number of consecutive measurement periods. Measures possibly stipulated in the SLA are without prejudice to Allego's other rights, including, and apart from any measure, the right to compensation of any damages suffered. Any sanctions imposed and paid – as part of the measures agreed upon – will be deducted from the compensation of damages possibly to be paid.
- 27.7. If and insofar Supplier should prove that a Defect cannot be attributed to Supplier, Parties will negotiate the conditions for implementing a solution that limits the effects of the Defect.

Preventive and Innovative Maintenance

- 27.8. In the context of Preventive and/or Innovative Maintenance, Supplier guarantees at least:
 - 27.8.1. that the Deliverable will always continue to comply, in time, with the relevant laws and regulations in force; and
 - 27.8.2. that the Deliverable will always remain suitable, in time, for data exchange with the other relevant parts of the Application Landscape – in so far as Supplier has or should have knowledge of this – and will continue to meet, in that context, the requirements agreed upon; and
 - 27.8.3. that the performance will at least remain the same when Updates and/or Upgrades are released and that the Deliverable will continue to comply with the Agreed Upon Use.
- 27.9. Upon Allego's request, Supplier arranges for the Implementation of Updates and/or Upgrades, all of this at a value as specified for Updates and/or

Upgrades in the Agreement. The provisions concerning Implementation and Acceptance apply accordingly.

27.10. Allego is entitled to refuse the use and/or Implementation of Updates and/or Upgrades, without prejudice to the Maintenance to be provided by Supplier, with the provision that:

27.10.1. there is no question of Supplier's not having met any of its obligations in the context of Maintenance if a specific Defect has been repaired in a specific Update and/or Upgrade and Allego refuses to put this Update and/or Upgrade to use.

28. Backdoor Clause

28.1. Supplier warrants that the Deliverable now and in the future does not contain possibilities through which Supplier can gain access in a nondocumented manner to the Deliverable, to the information stored on the Deliverable or to the information processed by the Deliverable.

III. Special Hosting Provisions

The provisions in this chapter apply in addition to the provisions in the general part of the Purchase Conditions and insofar as the Delivery also includes hosting such as applicable for ASP, Cloud, IAAS, etc.

29. Definitions

29.1. Hosting: Supplier's making the Deliverable available to Allego by means of remote communication techniques.

30. General

30.1. Supplier shall make all necessary data, such as URL's and log-in data, as these are required to be able to use the Deliverable, available to Allego.

30.2. Supplier is not entitled to suspend the Hosting, except where continuation cannot be required. A single failure from Allego to pay does not justify suspension of the Hosting.

31. Stored Data

31.1. Allego itself is fully responsible, at any time, for the use it makes of the Hosting and other Data it stores, retrieves, distributes and uses in any other way with the help of the Hosting.

31.2. If and insofar there are indications or suspicions that Data processed by means of the Hosting are unlawful vis-à-vis third parties, Supplier shall inform Allego of this as soon as possible.

31.3. Supplier shall not delete the relevant Data without prior consultation with Allego, unless the Data are so obviously unlawful and the case so urgent that prior consultation with Allego cannot be waited for.

32. Maintenance and Availability

32.1. As from the moment of acceptance of the Deliverable, the specific agreements with regard to Maintenance also apply for Hosting – such as the guaranteed Service Levels and the agreed upon Availability.

32.2. If and insofar no Service Levels have been agreed upon with regard to Availability of the Hosting, a Service Level of 99% Availability per month applies on Business Days between 08:00 and 18:00 hours.

32.3. Supplier shall arrange for the installation of Updates and/or Upgrades.

33. Ensuring Continuity

33.1. In light of the substantial dependency from Allego on Supplier and the continuity risk in incidents and contingencies, such as insolvency, that exists in Hosting, Supplier warrants, now for then, to be prepared to make additional arrangements with Allego in order to minimize the risks referred to.

33.2. The additional arrangements referred to in the previous paragraph could include, amongst other things:

33.2.1. making arrangements for returning, from time to time, Data processed by Supplier or delivering these to a third party ('data escrow'); and/or

33.2.2. entering into an agreement with a third party, under which agreement the relevant third party commits itself jointly and severally or offers surety for the performance of the Agreement; and/or

33.2.3. enter into a (tripartite) agreement under which the relevant third party can (continuously) provide all Data required to perform, now or later and where relevant, (part of) the Deliverable in the Agreement instead of Supplier.

IV. Special Provisions for the Purchase of Goods

The provisions in this chapter apply in addition to the provisions in the general part of the Purchase Conditions and insofar as the Delivery includes Goods.

34. Definitions

34.1. FAT-report: the report that explains the deviations or abnormalities observed during testing.

34.2. Goods: the movable property to be supplied by Supplier to Allego pursuant to the Agreement.

34.3. Installation: the assembly and installation of the Deliverable at the Site.

34.4. Site: the location at which the Deliverable is to be delivered as notified by Allego to Supplier.

34.5. Supply: the provision of the Goods at the agreed location.

35. Changes

- 35.1. Supplier shall not, without prior written permission or written request of Allego, make any change or addition to the design or specifications of the Goods.

36. Reporting

- 36.1. Supplier reports on the progress with regard to the Goods to Allego as often and in the way as specified in the Agreement or as Allego deems necessary.

37. Acceptance of the Goods

- 37.1. Unless provided otherwise in the Agreement, the Acceptance Procedure is as follows:

- 37.1.1. Delivery shall take place "DDP": Delivery Duty Paid", in accordance with the version of Incoterms applicable at the time of ordering, unless specified otherwise in these Purchase Conditions or the Agreement;
- 37.1.2. Before each Delivery or (parts) of the Delivery, and in so far as applicable to the kind of Goods concerned, Supplier shall perform the Factory Acceptance Test (FAT). Supplier shall provide Allego with a report on the tests to be performed by Supplier. Supplier shall provide Allego with a FAT-report. Such report shall verify that the Delivery meets the requirements under these Purchase Conditions and the Agreement.
- 37.1.3. When Supplier is responsible for the Installation of the Deliverable, Supplier shall perform a Site Acceptance Test (SAT). After Allego's approval of the SAT, the Delivery shall be accepted in writing by Allego by a person duly authorized to do so, with his or her name stated.
- 37.1.4. When the Deliverable shows Defects (in the FAT, SAT or otherwise), Supplier will, within a reasonable term, i.e. the term specified in the Agreement for that purpose, following the date the test report is signed, present a planning for the Defects listed in the test report to be repaired at Supplier's expense.
- 37.1.5. after the term referred to in the previous paragraph, Supplier will once again submit (the relevant part of) the corrected Deliverable for Acceptance by means of the Acceptance Procedure.
- 37.2. The terms and the (adapted) planning schedules set in the context of the Acceptance Procedure must be in keeping with the total planning of the Agreement and may not lead to any delays.
- 37.3. In the event the Deliverable and/or parts of it are rejected because of Defects, even where the (integral) Acceptance Procedure is performed for the second time, Allego is entitled:
- 37.3.1. to terminate (ontbinden) the Agreement – in full or in part – out of court, in which case Supplier will be liable for the damages suffered or to be

suffered by Allego, within the context of article 9 of the General Provisions; or

- 37.3.2. to allow Supplier to repair the Defects as yet, at Supplier's expense, notwithstanding Allego's right to compensation of the damages already suffered or to be suffered, within the context of article 9 of the General Provisions; or

- 37.3.3. to accept the Deliverable conditionally pursuant to conditions to be agreed upon in more detail, in which case the provisions sub (i) of this article apply accordingly if Supplier should fail to comply timely with the conditions laid down for the conditional Acceptance.

- 37.4. In case of Defects that cannot be solved within the planning schedule agreed upon, it can be decided, in mutual consent, to implement, temporarily, an acceptable work-around and/or to find a solution for Defect(s) at a later stage.

- 37.5. Defects that do not impair, either individually or in combination, the use of the (relevant part of the) Deliverable for productive purposes, cannot be a reason for non-Acceptance, notwithstanding Supplier's obligation to repair these in short run.

- 37.6. In the event the Deliverable is delivered in part deliveries, each delivery is followed by an Acceptance Procedure and, following Acceptance of the last part of the Deliverable, an integral Acceptance Procedure will take place in which the complete Deliverable and the coherence of the part Deliveries ("the sum of the parts") will be tested for Defects. Acceptance only takes place after the integral Acceptance Procedure has been successfully completed.

- 37.7. Acceptance is deemed to have taken place if Allego has not responded within three (3) months, an Acceptance Procedure has neither been agreed upon nor performed and Allego has put the Deliverable to use, within its organisation, for productive purposes.

38. Supply of Goods

- 38.1. Unless otherwise agreed in writing, Supply will take place in accordance with the version of Incoterms applicable at the time of ordering, without prejudice to the provisions contained in these Purchase Conditions. Partial deliveries shall not be permitted without the prior written consent of Allego.

- 38.2. Allego is authorised to postpone Supply. In that case, Supplier is obliged to store the Goods for Allego, at no extra costs, until the time of the postponed Supply, unless this would cause a disproportionate burden for Supplier, in which case Parties shall consult to come to an arrangement which is reasonable and acceptable to both Parties. Postponement of Supply results in the extension of the agreed Supply period. Extension of the Supply period is confirmed in writing by Parties.

- 38.3. If a specific method of transport has been agreed upon, Supplier must comply with this strictly.

39. Packaging and Dispatch

- 39.1. Supplier shall package the Delivery as economically, safely and carefully as possible and in such a manner that the shipment can be handled during transportation and offloading.
- 39.2. Supplier shall ensure that the Delivery arrives at the destination in good order.
- 39.3. The risk of the Goods remains with Supplier, until the Goods arrive at the agreed place of Delivery and have been accepted in writing by Allego by a person duly authorized to do so, with his or her name stated.

40. Quality and Condition of the Delivery

- 40.1. Without prejudice to the provisions of article 6 of the General Provisions, Supplier guarantees that the Delivery:
 - 40.1.1. is of good quality and free from Defects; and
 - 40.1.2. will remain free from Defects for at least two (2) years from the date of installation on site, if and in so far applicable, or if and in so far not applicable, from the date of Acceptance; and
 - 40.1.3. complies with the European Directives regarding CE marking and the EU declaration of conformity for machines/safety components or the 'declaration by the manufacturer.

41. Inspection

- 41.1. Allego and/or persons or bodies appointed for this purpose by Allego is/are entitled at all times, with prior notice, before Supply to (re)inspect, check, assess and/or test the Goods.
- 41.2. Supplier shall cooperate in the desired (re)inspection, check, assessment and/or test and provide the necessary Documentation and information. Supplier informs Allego if necessary in good time in advance of the time when and place where (re)inspection, check, assessment and/or test can take place.
- 41.3. Supplier is entitled to be present at the (re)inspection, check, assessment and/or test.
- 41.4. The costs connected to the performance of the inspection are the responsibility of Allego, unless the inspection brings to light that Supplier has not observed his obligations pursuant to the Agreement. In that case the costs will be for Supplier.
- 41.5. If the Goods are rejected fully or partially by Allego, Allego shall inform Supplier of this promptly. If Allego rejects the Goods to be supplied, Supplier is obliged to offer the missing or repaired or replacement Goods at its own risk and expense forthwith for a new inspection, check, assessment and/or test. The provisions of this paragraph apply in that case in full.
- 41.6. The rejection by Allego at the first/previous inspection, check, assessment and/or test does not result in an extension of the agreed supply period(s).
- 41.7. (Re)inspection, check, assessment and/or test by or on order of Allego or the omission thereof does not relieve Supplier of any obligation or liability.

42. Support and Maintenance

- 42.1. Supplier will, on request, acquaint Allego and its Personnel with the use of the Deliverable.
- 42.2. Unless agreed upon otherwise, Supplier shall carry out Maintenance for the Deliverable at the value as specified for Maintenance in the Agreement. Maintenance starts as from the Acceptance of the Deliverable. The nature, scope and duration of the support must be specified separately in the Agreement.
- 42.3. In the context of Maintenance, Supplier is in any case available on Business Days between 08.00-18.00 hours.
- 42.4. Supplier will maintain the Deliverable in accordance with the provisions of article 6.1 of the General Provisions.

43. Transmission of Risk and Ownership

- 43.1. The Goods (including loading, dispatch or transport, unloading and insurance) to be supplied are at the risk and expense of Supplier up to the moment that the Goods have been accepted by Allego as specified in article 37.
- 43.2. Personnel of Supplier work, also at locations where the Goods must be supplied, at the risk and expense of Supplier. Auxiliary materials of Supplier are, also at locations where the Goods must be supplied, at the risk and expense of Supplier.
- 43.3. Allego acquires ownership of the Goods at the moment of Acceptance.

44. Intellectual Property

- 44.1. If the Goods are made on Allego's special order, Allego will own all intellectual property rights on the Goods and Supplier will do all things necessary to transfer these rights to Allego.
- 44.2. If the Goods are not made on Allego's special order, Supplier will retain the intellectual property rights and Supplier grants Allego a fully paid-up, non-exclusive, royalty-free, non-transferable, infinite licence to use (at any time) the Goods for Allego's business purposes.

45. Guarantees

- 45.1. In addition to any other guarantees or obligations provided by Supplier or arising from the law and also for the benefit of customers of Allego and other users of the Goods, Supplier guarantees that:
 - 45.1.1. the Delivery exactly complies with the requirements of the Agreement, the specifications listed and the reasonable expectations of Allego regarding the characteristics, quality and reliability of the Delivery; and
 - 45.1.2. the Delivery complies with the customary norms and standards in the relevant branch of trade or industry; and
 - 45.1.3. the Delivery is newly manufactured, contains only new parts and is free from Defects in design, material and workmanship; and

- 45.1.4. the Delivery is free of any special burden or limitation which Allego has not accepted in writing; and
- 45.1.5. Maintenance of the Delivery can be provided for a period of at least 2 (two) years following the date of Acceptance and is free of charge. If the Delivery has been repaired or supplied again, the period of 2 (two) years shall start again at the moment that the repair has taken place or the Delivery has taken place again.

V. Special Provisions for the purchase of Works and Services

The provisions in this chapter apply in addition to the provisions in the general part of the Purchase Conditions and insofar as the Delivery also includes Works and Services.

46. Definitions

- 46.1. **Services:** all services to be delivered by Supplier under the Agreement.
- 46.2. **Supply:** the provision of the Works and/or Services at the agreed location.
- 46.3. **Timetable:** a general timetable with milestones and periods which indicate the way and the order in which Supplier intends to perform the Work and/or Services and its parts, as well as the duration Supplier deems necessary for each part.
- 46.4. **Work:** the work to be performed and realised by Supplier pursuant to the Agreement.

47. Obligation to warn

- 47.1. Supplier shall warn Allego in writing without delay, in urgent cases preceded by an oral warning, if he discovers errors, omissions, contradictions or lack of clarity in the orders or instructions, including the specifications, drawings, calculations and performance conditions of Allego.

48. Deployment of Manpower

- 48.1. Supplier shall not, without prior written permission from Allego, make use of manpower put at its disposal ("seconded"). When deploying temporary manpower, Supplier must on request demonstrate in writing that the identity of the temporary manpower has been established in accordance with the legal provisions, the required permits have been issued for the performance of the Work and/or Services, the training details have been checked and the required confidentiality declarations have been signed.

49. Personnel

- 49.1. Personnel hired by Supplier for performing the Agreement shall have to demonstrably comply with special requirements set by Allego and, in addition, with general requirements of proficiency and expertise.

- 49.2. Supplier shall be responsible for the day-to-day management and the supervision of the performance of the Work and/or Services. Supplier shall be responsible for deploying Personnel who is satisfactory as regards training, expertise and experience.
- 49.3. Supplier shall not replace its Personnel without prior written permission from Allego, which permission shall not be withheld without good reason.
- 49.4. Supplier shall replace one or more of its Personnel immediately if Allego requests this on reasonable grounds, for example because in the opinion of Allego the Personnel is not suited to its task or is acting in conflict with the obligations of the Agreement.
- 49.5. Without prejudice to the provisions of article 58 below, Supplier must comply with the legal provisions for all Personnel deployed on site. Allego reserves the right to carry out checks (on this point). Supplier must send Allego, instantaneous, a written list of all Personnel who has been or will be employed on site by Supplier or by a third party engaged by Supplier, in connection with said performance, including their last names, first names, address and place of residence, date and place of birth and social security number, as well as a copy of a document as referred to in Article 1 of the Compulsory Identification Act.

50. Performance of the Work

- 50.1. Allego shall ensure that Supplier can have access in good time to the place where the Work and/or Services must be performed, and, if applicable, to the information to be provided by Allego.
- 50.2. Supplier shall be responsible for the working conditions and safety on site. Supplier must comply with all applicable regulations concerning working conditions, safety and the environment.
- 50.3. Suppliers of installation and Maintenance services must comply with the Allego Program of Requirements (PoR) and the related Health, Safety, Security, Environment and Quality requirements (HSEQ) and work in accordance with those programs in the latest version as published on <https://www.allego.eu/support/suppliers>. Allego may unilaterally impose its new requirements on such Suppliers by way of notice.

51. Timetable

- 51.1. Supplier guarantees that the performance of the Work and/or Services shall take place in accordance with and/or within the period specified in the Agreement. The period within which the Work and/or Services must be completed, can be extended by Allego. This will not automatically lead to a right to compensation for Supplier.
- 51.2. No later than at or during the formation of the Agreement, Supplier submits a Timetable. The Timetable must fulfil the requirements which have been set out in the Agreement.

51.3. The Timetable must be approved by Allego and forms part of the Agreement after approval. Approval of the Timetable does not affect the liability of Supplier for the correctness and possibility of realisation of the Timetable.

52. Supply of Works and/or Services

52.1. Supplier shall inform Allego in good time of the precise time of Supply. Supply earlier than the agreed time is only possible after prior written permission from Allego and does not result in a change to the agreed time of payment. If Supplier supplies, without written permission, earlier or in part, Allego is entitled to refuse the Supply.

52.2. As soon as Supplier knows or expects that it will not be possible to supply or complete the Works and/or Services on time, Supplier shall inform Allego of this in writing, stating the causes and the associated expected delay.

52.3. Allego shall at all times be entitled to suspend the performance of the Work and/or Services until further notice, at no extra costs. In this case the performance date shall be extended by the duration of the suspension. Extension of the Supply period is confirmed by Parties in writing.

53. Acceptance

53.1. If Supplier has completed the agreed Work and/or Services, Supplier shall notify Allego of this in writing. The Work and/or Services shall only be regarded as accepted and thereby delivered, if Allego has accepted this in writing.

53.2. If the assessment by Allego reveals faults in the Work and/or Services, the Work and/or Services are considered to have not been accepted. Supplier shall repair these faults at no charge and as soon as possible. Article 6 of the General Provisions applies accordingly.

53.3. Supplier shall deliver the place where the Work and/or Services did take place in the condition it was at the start of the Work and/or Services.

54. Transmission of Risk and Ownership

54.1. The Work and/or Services to be supplied by Supplier are at the risk and expense of Supplier up to the moment that the Works and/or Services have been accepted as specified in article 53.

54.2. Allego acquires ownership of the Work and/or Services at the moment of Acceptance as specified in article 53. If Allego makes any payment before completion and Acceptance, the ownership of the Work and/or Services to which the payment is allocated, is transferred to Allego at the moment of payment.

54.3. If Personnel of Supplier works (also) at locations of Allego, this is at the risk and expense of Supplier. Supplier can lend the necessary auxiliary materials, tools, work clothing and safety devices which are the

property of Allego, in performing the Services. Allego can attach conditions to this. Auxiliary materials of Supplier used for the Work and/or Services are at the risk and expense of Supplier.

55. Progress Report

55.1. Supplier shall report on the progress with regard to the Work and/or Services to Allego and the Timetable as often and in the way as specified in the Agreement or as Allego deems necessary.

56. Inspection

56.1. Allego shall have the right to arrange for inspection of the Work and/or Services and/or all materials and equipment used by Supplier during or prior to the Delivery by staff appointed for this purpose, wherever the performance takes place. Supplier shall cooperate fully in this regard. Supplier shall not derive any rights from the results of an interim inspection.

56.2. The costs connected to the performance of the inspection are the responsibility of Allego, unless the inspection brings to light that Supplier has not observed its obligations pursuant to the Agreement. In that case the costs will be for Supplier.

56.3. If following the inspection Allego concludes that the quality does not comply with the Agreement, Allego shall give Supplier a written notice of rejection. Supplier shall be obliged to take at short notice all measures which are necessary to comply with the Agreement in full.

56.4. If Supplier does not comply with the Agreement as specified in article 56.3, Allego shall be entitled, without prejudice to any other rights it may have, to take all measures which it deems necessary, including having the Work and/or Services performed by third parties at Supplier's expense. In this case, Supplier shall provide Allego and these third parties with all cooperation requested.

57. Additional or Less Work

57.1. Supplier shall not perform additional work before Allego has issued written instructions to that effect. Extra work Supplier should have or could have anticipated, or which is considered to be the result of a shortcoming on Supplier's part, shall not be considered additional work.

57.2. If the Work and/or Services are demonstrably eased or reduced, this is a case of less work, which is eligible for settlement. If a Party is of the opinion that there is a case of less work, it informs the other Party of this as soon as possible in writing. If a fixed price has been agreed, Parties will in mutual consultation determine the corresponding amount to be set off against the price to be paid.

58. Guarantees

58.1. In addition to any other guarantees or obligations provided by Supplier or arising from the law and also

given for the benefit of the customers of Allego and other users of the Delivery, Supplier guarantees that Personnel will carry at all times during the term of the Agreement the following insurance covers, meeting the regulatory requirements as a minimum:

- medical insurance (including repatriation);
- business travel insurance;
- accident and incident insurance;
- personal liability insurance;
- in case of installers: CAR insurance.

1.2. Supplier guarantees to Allego that the Delivery:

- a. conforms to the Agreement as far as quantity, dimensions, weight, description and quality are concerned, among others;
- b. satisfies in all aspects the descriptions and (technical) specifications as stated in the Agreement or stated by Allego;
- c. fulfils in all aspects all requirements made of it by national, international or supranational laws or regulations (including EU regulations);
- d. meets in all aspects all safety and quality standards adhered to within the sector;
- e. contains no materials or substances which are harmful to health or forbidden under environmental legislation;
- f. contains no manufacturing, material or design errors or other faults also as specified in Article 6:186 of the Dutch Civil Code [Burgerlijk Wetboek];
- g. is suitable for the use intended by Allego;
- h. will be supplied or made available on time;
- i. its use, including any resale, does not breach the rights of third parties, including intellectual property rights.

58.2. A guarantee period under the Agreement refers to a period during which Supplier is obliged to repair Defects or ensure resupply at no charge and immediately or, based on reasonableness, to credit Allego the invoice value of the Delivery fully or partially, all this at the discretion of Allego, regardless of the cause of the Defect and notwithstanding the liability of Supplier pursuant to the Agreement.

58.3. The guarantee period during which Supplier is obliged to repair Defects is two (2) years after Acceptance of the Work and/or Services by Allego. If the supplied item has been repaired or supplied again pursuant to this article, the full guarantee period shall start again at the moment that the repair has taken place or the supply has taken place again.

58.4. All Defects about which Allego has complained in writing within the guarantee period, fall within the scope of articles 58.2 and 58.3. If Supplier, after this has been demanded in writing by Allego, does not fulfil its guarantee obligations correctly within the period specified therein, Allego, without prior judicial intervention, is authorised to choose between:

- a. replacement or repair of the Delivery by a third party payable by and at the expense of Supplier;
- b. return of the Delivery concerned at the risk and expense of Supplier and termination of the Agreement and

consequently crediting of (the part of) the purchase price which had already been paid for the Delivery concerned.

58.5. The provisions of this article 58 do not affect other rights and claims which Allego can derive from a failure.

59. Payment

59.1. This article is supplementary to the Invoice Requirements of Allego.

59.2. Personnel shall be paid for the Services as described in accordance with the rates set forth in the Agreement.

59.3. Personnel shall be paid for the Services monthly in euros, unless otherwise agreed upon in the Agreement.

59.4. All costs connected with traffic to and from work of Personnel of Supplier between their dwelling/hotel and the place where the Work and/or Services are performed, are at the expense of Supplier and cannot be charged on to Allego, unless agreed upon otherwise in the Agreement. Allego will only pay reasonable travel, accommodation and meal costs and other costs incurred by Personnel of Supplier, unless agreed upon otherwise in the Agreement.

60. Salaries Tax

60.1. This article is supplementary to the Invoice Requirements of Allego.

60.2. Supplier has the sole responsibility for timely and correctly withholding and paying all applicable taxes and premiums which Supplier owes in the performance of the Services, including VAT, wage tax and social insurance premiums.

60.3. Supplier shall comply with all obligations arising from the Wages and Salaries Tax and Social Security Contributions Act. Supplier shall keep record such that the actual wage costs can be established for each project. These wage costs shall be specified on the invoice as provided in the Invoice Requirements.

60.4. Supplier shall on request provide Allego, within 30 (thirty) Calendar Days, with an original Declaration of Payment Conduct from the Tax Office concerning the payment of social security premiums and wage tax for all Personnel engaged in connection with the Agreement, which may not be older than 3 (three) months.

60.5. Supplier shall also, after a request to this effect by Allego, provide Allego, within 60 (sixty) Calendar Days of the end of each quarter, with a declaration, drawn up and signed by a chartered accountant, in which the latter states that during the previous period obligations arising from or by virtue of the tax and social security legislation have been complied with. The costs of these declarations shall be borne by the Supplier. Supplier shall indemnify Allego against any and all claims by the Tax Office concerning premiums and tax owed for the persons in question.