

Terms of Use and Warranty
for Edge Device

Last Mile●Solutions

1. INTRODUCTORY PROVISIONS:

1.1. Last Mile Solutions' Terms	These Terms of Use and Warranty for Edge Device (" Terms ") are published by Threeforce BV , trading under the name of Last Mile Solutions with its registered office at Zeemansstraat 11, 3016 CN, Rotterdam, the Netherlands Company Registration Number: 24360819 Phone number: +31 10 312 6000 E-mail address: invoice@threeforce.nl (hereinafter as: " Last Mile Solutions " or " we ").
1.2. Scope of these Terms	These Terms are a contract between Last Mile Solutions and our clients purchasing Edge Device (the " Purchaser "). Return Material Authorization procedure (" RMA ") available at our Support page constitutes an integral part of these Terms.
1.3. Attachment to the Order	The Terms are attached and constitute an integral part of each order for the Edge Device placed by the Purchaser via the Order Form (" Order ").
1.4. Acceptance of the Terms	By placing the order for Edge Device, the Purchaser accepts these Terms.
1.5. B2B	Since the Edge Device is offered only for business entities, having a valid EVC-Net SaaS agreement, these Terms apply only in business-to-business relations.
1.6. Purchase agreement	The Terms, after accepting the Order by Last Mile Solutions, shall constitute a purchase agreement between the Purchaser and Last Mile Solutions. In all matters not covered by these Terms, with exception of the governing law (see clause 8 of these Terms), the provisions of the EVC-Net SaaS agreement shall apply accordingly to this purchase agreement.
1.7. EVC-Net SaaS agreement	The Terms, after accepting the Order by Last Mile Solutions, shall be also treated as supplementation and amendment to the EVC-Net SaaS agreement, to the extent it refers to the Edge Device. In case the EVC-Net SaaS agreement is concluded between the Purchaser and Last Mile Solutions' affiliate, then these Terms shall be treated as the part of the EVC-Net SaaS agreement with such an affiliate.

2. SERVICES CONNECTED WITH EDGE DEVICE:

2.1. Scope of Services	The Services connected with the purchased Edge Device will be rendered by Last Mile Solutions or its affiliate (being a party to the EVC-Net SaaS agreement) within the scope described in the "Service Descriptions", as attached to EVC-Net SaaS agreement. Such Services may be rendered only during the term of the EVC-Net SaaS agreement.
2.2. Support and SLA	The level of Services and support of Last Mile Solutions or its affiliate (being a party to the EVC-Net SaaS agreement) are described in the Service Level Agreement as attached to EVC-Net SaaS agreement.
2.3. Data processing	To the extent Last Mile Solutions or its affiliate (being a party to the EVC-Net SaaS agreement) process the personal data while rendering the Services connected with the Edge Device, such processing is governed by the Data Processing Agreement, as attached to EVC-Net SaaS agreement.
2.4. Services terms	The Services mentioned above will be rendered under the terms described in the EVC-Net SaaS agreement, including the governing law as specified in the EVC-Net SaaS agreement. To the extent referring to the Edge Device as such these Terms shall be treated as an integral part of such an agreement.

3. EDGE DEVICE AND ITS DELIVERY:

3.1. Order	The Order shall be placed via Order Form (" Order "). The Order may be placed only by the party to the valid EVC-Net SaaS agreement concluded with Last Mile Solutions or Last Mile Solutions' affiliate.
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	The Order shall indicate the site (“shipping address”) within the EEA where the Edge Device shall be delivered hereunder.
3.2. Edge Device	By the “Edge Device” in these Terms we mean the Edge controller together with the optional accessories as specified in the specific Order.
3.3. Technical Specification	For the technical specification of the Edge Device, please check our Technical Specification at our Support page
3.4. Delivery	Last Mile Solutions shall deliver the Edge Device to the Purchaser’s site described in the Order depending on stock availability after the receipt of one-off full invoice amount or other agreed payment terms including the shipping costs as set forth in the Order Confirmation (provided to you via email).
3.5. Ownership and risk of losing the Edge Device	<p>The ownership of the delivered Edge Device, the possession and the risk of loss in the Edge Device shall pass from Last Mile Solutions to the Purchaser upon the delivery of the Edge Device to the Purchaser’s site specified in the Order.</p> <p>The ownership of the Edge Device shall pass to the Purchaser only on the condition that the one-off full invoice amount has been fully paid before delivery. Except in case of damages caused by the actions of the Last Mile Solutions’ personnel or subcontractors, the Purchaser assumes full responsibility for, and in the event of lost or damage to the Edge Device before the ownership and risks connected with the Edge Device are transferred to the Purchaser and shall reimburse the Service Provider for the value of the Edge Device, shall pay the replacement, restoring or repair cost thereof, plus any diagnostics costs, shipping and handling charges.</p>

4. INSTALLATION:

4.1. Edge Device’s installation – sole responsibility of the Purchaser	<p>Installation and configuration of the Edge Device (in accordance with the configuration and installation manual available (see point 3.2) shall be ensured by the Purchaser.</p> <p>Last Mile Solutions nor its Affiliates do not offer installation or configuration of the Edge Device, or configuration of the Purchaser’s grid.</p> <p>Proper installation and configuration of the Edge Device, in conformity with the manual, is a condition of validity of the warranty for the Edge Device granted hereunder.</p>
4.2. Additional accessories and equipment	In case any additional equipment (such as UTP-data cables) is necessary for the Purchaser to use the Edge Device or Services connected, it is the sole responsibility of the Purchaser to ensure and install them.

5. TERMS OF USE:

5.1. Prohibited actions during the term of the EVC-Net SaaS agreement	<p>During the term of the EVC-Net SaaS agreement, without the previous Last Mile Solutions’ consent, the Purchaser shall not:</p> <ol style="list-style-type: none"> transfer, distribute, sell, assign, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against the Edge Device; disassemble or remove the Edge Device or its parts, install any additional components, including the software, extensions or unauthorized modifications; provide access to Edge Device to any unauthorized third parties (the Purchaser shall protect the Edge Device and the Services against any unauthorized access and counteract any interference of third parties, including theft, damage or accidental loss). <p>During the term of the EVC-Net SaaS agreement the Purchaser will not use the Edge Device in any manner that is not expressly authorized under the Terms and the EVC-Net SaaS agreement.</p>
5.2. Limitations connected with the software	<p>The Purchaser shall not sublicense, reproduce, reverse engineer, decompile or pledge any software included in the Edge Device or the Services.</p> <p>The Purchaser will not tamper with such software or Services, nor will it break or circumvent any security features of the software and the Services.</p>
5.3. Prohibited changes or developments	The Purchaser will not develop, modify, copy, extend, or make any unauthorized works or improvements of the Edge Device or the Services, as well as use them for any competitive purposes, including in connection with development of similar products, including copying any features, functions, interfaces, graphics, look and feel solutions, as well as for the purpose or

	<p>comparing or benchmarking them.</p> <p>The Purchaser shall not cause any illegal or unauthorized disturbances to Services or Edge Device operations, by introducing malicious software, tracking software or affecting security measures.</p>
5.4. Information duty	<p>The Purchaser shall immediately inform Last Mile Solutions of any event or circumstance affecting the Edge Device (within the Subscription Period) or Services, in particular the failure, damage destruction or loss of the Edge Device.</p>
5.5. Other terms of use	<p>The Purchaser will provide for, and only operate the Edge Device within the space, power and environmental conditions required for the proper operation of the Edge Device.</p> <p>The Purchaser has a limited, not-transferable right to use the Services in accordance and for the purpose of using it together with the EVC-Net solution only. The Services are provided for the Purchaser's sole need and purposes; therefore, the Purchaser is not authorized to provide any other entity with access to the Services.</p>
5.6. Time of some of the limitations	<p>The abovementioned limitations connected with the software and the Services shall survive expiration of this EVC-Net SaaS agreement and remain binding for the Purchaser.</p> <p>At the same time, after the EVC-Net SaaS agreement expires, the Purchaser will not be limited in its right of selling, encumbering, reinstalling the Edge Device, as well as installing the third party's software at the Edge Device, providing that Last Mile Solutions' intellectual property rights and confidential information are respected and remain unaffected.</p>

6. WARRANTY FOR EDGE DEVICE:

6.1. Time of the warranty	<p>Last Mile Solutions grants the Purchaser with the warranty for the Edge Device, for the period of twelve (12)-months after the delivery date, on condition that the one-off sales and delivery invoice amount has been fully paid. If mandatory law provides for a longer mandatory warranty that cannot be excluded by contract, the warranty period provided for in these Terms shall be determined in accordance with such mandatory law.</p> <p>The repair or the replacement of the Edge Device or its part does not influence the time of the warranty.</p>
6.2. Scope of the duties under the warranty	<p>Warranty only applies in case of such a material defect of the Edge Device that has been contained in the Edge Device at the time of the delivery i.e., defective design or manufacturing (failures of the device resulting from its exploitation, maintenance or damage shall not be covered), that has been identified and duly notified by the Purchaser during the time of the warranty and has been confirmed by the inspection made by Last Mile Solutions in accordance with the RMA procedure.</p> <p>The notification of the material defect of the Edge Device with full detailed description of the irregularities of the Edge Device, indication of dates of their occurrence and place of installation shall be made by the Purchaser without any delay via e-mail at: support@lastmilesolutions.com.</p> <p>After notification of the material defect of the Edge Device made by the Purchaser, Last Mile Solutions will provide the Purchaser with its remote assistance in checking the Edge Device to verify whether the defect falls under the warranty and whether the remote repair is possible. In case such a remote assistance is not sufficient, the Purchaser is obliged to return the Edge Device at its own cost to Last Mile Solutions in accordance with the RMA procedure (including mandatory RMA form enclosed and fully completed).</p> <p>Last Mile Solutions is not obliged to make any warranty, repair or replacement if the Edge Device is not returned by the Purchaser at the address indicated above. The Purchaser is liable for securing the Edge Device for transportation.</p> <p>Last Mile Solutions will respond within ten (10) working days from receiving the Edge Device whether or not repair or replacement is possible and falls under the warranty as described in these Terms.</p> <ul style="list-style-type: none"> • In case the defect of the Edge falls under the warranty: Last Mile Solutions will send a repaired or new Edge Device within thirty (30) working days of receiving the defective device; • the delivery costs for the delivery of the repaired or new Edge Device to the site specified in the Order will be borne by Last Mile Solutions. <p>In any other case the cost of the delivery of the Edge Device to the Purchaser is borne by the Purchaser.</p>

	<p>If the defects do not fall within the warranty, Last Mile Solutions will require €40 for investigation costs.</p> <p>Any repair, correction or other actions taken at the request of the Purchaser that are not covered by the warranty or scope or support Services, will be treated as an additional service performed for an additional amount, unless the Parties agree otherwise.</p> <p>A substitute performance shall not apply.</p>
6.3. Right of access	<p>Upon Last Mile Solutions' request, the Purchaser is obliged to allow Last Mile Solutions and its designated personnel to access the site where the Edge Device is installed and to the Edge Device at any time during the term of EVC-Net SaaS agreement, to audit or reset the Edge Device or manage the Services.</p>
6.4. Exclusions from the warranty	<p>The warranty does not cover:</p> <ol style="list-style-type: none"> anomalies or irregularities that do affect the performance of the Edge Device, any routine maintenance, such as ordinary adjustments, cleaning, relocation, expendable or consumable parts, adding or removing accessories, attachments or other devices, installation or re-installation, also in case of the replacement of the Edge Device, configuration or re-configuration of the device or its parts, also in case of the replacement of the Edge Device, defects resulting from any products or equipment not supplied by Last Mile Solutions, repair works at the site of device's installation. <p>The warranty shall also not apply to the embedded software and any Services (which are covered by the support under the Service Level Agreement, as specified in the EVC-Net SaaS agreement, only).</p> <p>The warranty shall not apply to any loss, damage, defect or anomaly to Edge Device arising from, resulting from, or related to, or following the occurrence of the failure of the Purchaser or any third party not engaged by the Purchaser to comply with any instruction relating to the Edge Device, including the installation and configuration manual, its maintenance, installation or configuration, or any other act or omission of the Purchaser, including any unauthorized re-installation, repairs, relocation or modifications of the Edge Device or its components during the time of warranty.</p> <p>The warranty does not cover repair of any consequential damage or other effects of the irregularities covered by the warranty.</p>
6.5. Installation and configuration	<p>Proper installation and configuration of the Edge Device, in conformity with the manual, is a condition for the validity of the warranty for the Edge Device granted hereunder.</p>
6.6. Modifications of the Edge Device	<p>Last Mile Solutions is exclusively authorized to modify the Edge Device during the term of the warranty period.</p>
6.7. Expiration of the warranty	<p>The warranty expires:</p> <ol style="list-style-type: none"> after the time of warranty elapses, in case the EVC-Net SaaS agreement is terminated for whatever reason, in case of unauthorized modification or other infringement of these Terms by the Purchaser during the time of the warranty.
6.8. No other warranties or guarantees	<p>The Edge Device, including the Edge controller, is provided "as is."</p> <p>Except as otherwise expressly provided herein, Last Mile Solutions hereby disclaims and excludes all warranties, express, implied or statutory, with respect to the Edge Device, including the embedded software, including to their quality, fitness for purpose, performance or correspondence with description.</p> <p>Except as otherwise provided herein, any statutory warranty for defects, guarantee of quality and any other warranties and conditions are excluded, to the fullest extent permitted under the law.</p>

7. LIABILITY:

7.1. Liability for Edge Device	<p>The liability of Last Mile Solutions in respect of Edge Device (including its sale, delivery and warranty) or any other defective products or services provided in connection with the purchase of this product shall be limited, exclusively, to the repair or replacement of such products or services, as described in the warranty included herein. By placing the Order and paying the invoice of pre-payment for the Edge Device, the Purchaser agrees that Last Mile Solutions</p>
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	and any of its affiliates shall in no event be responsible or liable for any damages arising from the use of such defective products or services, whether such damages be direct, indirect, consequential or otherwise and whether such damages are incurred by the Purchaser or third party. Any other liability or responsibility, with exception of willful acts, whether contract or statutory, shall be excluded.
7.2. Liability for the Services	Liability of Last Mile Solutions or its affiliate (being a party to the EVC-Net SaaS agreement) for the Services rendered in connection with the Edge Device shall be assessed and governed under the rules specified in the EVC-Net SaaS agreement.
7.3. No liability for charging infrastructure	The Purchaser is at all times responsible for assuring the critical charging infrastructure, also during the time of repairs or maintenance of the Edge Device. Last Mile Solutions and/or its affiliate (being a party to the EVC-Net SaaS agreement) is/are not liable for any such damage or claims, including consequential damage or lost profits. To this end, Last Mile Solutions advices to always have one or more Edge Devices in stock / as a backup.

8. GOVERNING LAW AND JURISDICTION:

8.1. Purchase agreement	This purchase agreement for Edge Device, including the sale, delivery and warranty and any other liability for the Edge Device or any other defective products or services connected with the purchase of this product provided under these Terms, shall be governed exclusively by the Dutch law, excluding any other legal provisions of local law or international law that may be excluded by the contract (the United Nations Convention on Contracts for the International Sale of Goods is not applicable).
8.2. Competent court	Disputes connected with purchase agreement for Edge Device shall be exclusively submitted to the competent court of law of the district where Last Mile Solutions has its registered seat, unless the mandatory provisions specify otherwise.