

Terms of Use and Warranty
for Payment Terminal

Last Mile●Solutions

1. INTRODUCTORY PROVISIONS:

1.1. Last Mile Solutions' Terms	These Terms of Use and Warranty for Payment Terminal (" 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 Payment Terminal (the " Purchaser "). Return Material Authorization procedure (" RMA ") available at our Support page https://support.lastmilesolutions.com/92b3z2a5bc7de1f0g1h4ij5k5l6m5n8o7p/payment-terminal-return-material-authorization/?#gf_20 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 Payment Terminal placed by the Purchaser via the Order Form (" Order ").
1.4. Acceptance of the Terms	By placing the order for Payment Terminal, the Purchaser accepts these Terms.
1.5. B2B	Since the Payment Terminal 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 Payment Terminal. 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 PAYMENT TERMINAL:

2.1. Scope of Services	The Services connected with the purchased Payment Terminal 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 Payment Terminal, 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 Payment Terminal as such these Terms shall be treated as an integral part of such an agreement.

3. PAYMENT TERMINAL AND ITS DELIVERY:

3.1. Order	The Order shall be placed via the Order Form (" Order "). The Order may be placed only by the party to the valid EVC-Net SaaS agreement concluded
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	with Last Mile Solutions or Last Mile Solutions' affiliate. The Order shall indicate the site ("shipping address") within the EEA where the Payment Terminal shall be delivered hereunder.
3.2. Payment Terminal	By the "Payment Terminal" in these Terms we mean a payment terminal or other Card Scheme certified device used for payment or terminal services connected with CPO's charging station, allowing for a-hoc physical card payments, such as payment card reader or device with a contactless functionality that is at least able to read credit or debit card credentials together with the accessories as specified in the specific Order.
3.3. Technical Specification	For the technical specification of the Payment Terminal, please check our Technical Specification at our Support page https://support.lastmilesolutions.com/92b3z2a5bc7de1f0g1h4ij5k5l6m5n8o7p/setup-guides/payment-terminal-terms-of-use-and-w.
3.4. Delivery	Last Mile Solutions shall deliver the Payment Terminal 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 Payment Terminal	The ownership of the delivered Payment Terminal, the possession and the risk of loss in the Payment Terminal shall pass from Last Mile Solutions to the Purchaser upon the delivery of the Payment Terminal to the Purchaser's site specified in the Order. The ownership of the Payment Terminal 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 Payment Terminal before the ownership and risks connected with the Payment Terminal are transferred to the Purchaser and shall reimburse the Service Provider for the value of the Payment Terminal, shall pay the replacement, restoring or repair cost thereof, plus any diagnostics costs, shipping and handling charges.

4. INSTALLATION:

4.1. Payment Terminal's installation – sole responsibility of the Purchaser	Installation and configuration of the Payment Terminal (in accordance with the configuration and installation manual available (see point 3.2) shall be ensured by the Purchaser. Last Mile Solutions nor its Affiliates do not offer installation or configuration of the Payment Terminal, or configuration of the Purchaser's grid. Proper installation and configuration of the Payment Terminal, in conformity with the manual, is a condition of validity of the warranty for the Payment Terminal granted hereunder.
4.2. Additional accessories and equipment	In case any additional equipment is necessary for the Purchaser to use the Payment Terminal 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	During the term of the EVC-Net SaaS agreement, without the previous Last Mile Solutions' consent, the Purchaser shall not: - transfer, distribute, sell, assign, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against the Payment Terminal; - disassemble or remove the Payment Terminal or its parts, install any additional components, including the software, extensions or unauthorized modifications; - provide access to Payment Terminal to any unauthorized third parties (the Purchaser shall protect the Payment Terminal and the Services against any unauthorized access and counteract any interference of third parties, including theft, damage or accidental loss). During the term of the EVC-Net SaaS agreement the Purchaser will not use the Payment Terminal in any manner that is not expressly authorized under the Terms and the EVC-Net SaaS agreement.
5.2. Limitations connected with the software	The Purchaser shall not sublicense, reproduce, reverse engineer, decompile or pledge any software included in the Payment Terminal or the Services. 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.
5.3. Prohibited changes or developments	The Purchaser will not develop, modify, copy, extend, or make any unauthorized works or improvements of the Payment Terminal 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 comparing or benchmarking them. The Purchaser shall not cause any illegal or unauthorized disturbances to Services or Payment Terminal operations, by introducing malicious software, tracking software or affecting security measures.
5.4. Information duty	The Purchaser shall immediately inform Last Mile Solutions of any event or circumstance affecting the Payment Terminal (within the Subscription Period) or Services, in particular the failure, damage destruction or loss of the Payment Terminal.
5.5. Other terms of use	The Purchaser will provide for, and only operate the Payment Terminal within the space, power and environmental conditions required for the proper operation of the Payment Terminal. 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.
5.6. Time of some of the limitations	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. 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 Payment Terminal, as well as installing the third party's software at the Payment Terminal, providing that Last Mile Solutions' intellectual property rights and confidential information are respected and remain unaffected.

6. WARRANTY FOR PAYMENT TERMINAL:

6.1. Time of the warranty	Last Mile Solutions grants the Purchaser with the warranty for the Payment Terminal, 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. The repair or the replacement of the Payment Terminal or its part does not influence the time of the warranty.
6.2. Warranty and Support Services	The warranty applies exclusively to material defects of the Payment Terminal that: (a) existed at the time of delivery; (b) result from defective design or manufacturing; (c) have been identified and properly notified by the Purchaser during the warranty period; and (d) have been confirmed through inspection by Last Mile Solutions in accordance with the Return Merchandise Authorization ("RMA") procedure. For clarity, the warranty does not cover failures resulting from exploitation, improper maintenance, or damage to the Payment Terminal. The Purchaser shall notify Last Mile Solutions of any material defect in the Payment Terminal without delay via email at support@lastmilesolutions.com, providing: (a) a detailed description of the irregularities; (b) the dates of occurrence; and (c) the location of installation. Upon notification of a defect, Last Mile Solutions shall: (a) provide remote assistance to verify whether the defect falls under warranty coverage and whether remote repair is possible; (b) supply ongoing remote support (through Payter or SwitchIO) to maintain device operation, including software updates and availability management. If remote verification confirms the Payment Terminal is defective and covered under warranty, Last Mile Solutions shall: (a) dispatch a replacement Payment Terminal to the Purchaser within five (5) working days; (b) provide the Purchaser with a prepaid return shipping label for the defective Payment Terminal. The Purchaser must return the defective Payment Terminal within fourteen (14) days of receiving the replacement unit. Failure to return the defective unit within this timeframe will result in the Purchaser being charged the full replacement cost of the Payment Terminal. If remote assistance is insufficient to diagnose the issue, the Purchaser shall return the

	Payment Terminal at its own cost to Last Mile Solutions in accordance with the RMA procedure, including submission of a completed RMA form. The Purchaser is responsible for properly securing the Payment Terminal for transportation. Last Mile Solutions shall respond within ten (10) working days of receiving the Payment Terminal to confirm whether the repair or replacement falls under warranty coverage. If the defect falls under warranty coverage: (a) Last Mile Solutions shall send a repaired or new Payment Terminal within thirty (30) working days of receiving the defective device; and (b) Last Mile Solutions shall bear the delivery costs for the repaired or new Payment Terminal to the site specified in the Order. In any other case, the cost of delivery of the Payment Terminal to the Purchaser shall be borne by the Purchaser. If the defects do not fall within warranty coverage: (a) Last Mile Solutions shall charge €40 for investigation costs; (b) Last Mile Solutions may offer a replacement Payment Terminal at the current market price; (c) The Purchaser may choose to purchase the replacement unit rather than pursue repair of the original unit when repair costs would exceed the replacement cost or the economic value. Any repair, correction, or other actions taken at the request of the Purchaser that are not covered by the warranty or the scope of support Services shall be treated as additional services performed for an additional fee, unless the Parties agree otherwise in writing. Substitute performance shall not apply.
6.3. Right of access	Upon Last Mile Solutions' request, the Purchaser is obliged to allow Last Mile Solutions and its designated personnel to access the site where the Payment Terminal is installed and to the Payment Terminal at any time during the term of EVC-Net SaaS agreement, to audit or reset the Payment Terminal or manage the Services.
6.4. Exclusions from the warranty	The warranty does not cover: - anomalies or irregularities that do affect the performance of the Payment Terminal, - 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 Payment Terminal, - configuration or re-configuration of the device or its parts, also in case of the replacement of the Payment Terminal, - defects resulting from any products or equipment not supplied by Last Mile Solutions, - repair works at the site of device's installation. 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). The warranty shall not apply to any loss, damage, defect or anomaly to Payment Terminal 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 Payment Terminal, 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 Payment Terminal or its components during the time of warranty. The warranty does not cover repair of any consequential damage or other effects of the irregularities covered by the warranty.
6.5. Installation and configuration	Proper installation and configuration of the Payment Terminal, in conformity with the manual, is a condition for the validity of the warranty for the Payment Terminal granted hereunder.
6.6. Modifications of the Payment Terminal	Last Mile Solutions is exclusively authorized to modify the Payment Terminal during the term of the warranty period.
6.7. Expiration of the warranty	The warranty expires: - 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	The Payment Terminal is provided “as is.” Except as otherwise expressly provided herein, Last Mile Solutions hereby disclaims and excludes all warranties, express, implied or statutory, with respect to the Payment Terminal, including the embedded software, including to their quality, fitness for purpose, performance or correspondence with description. 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.
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7. LIABILITY:

7.1. Liability for Payment Terminal	The liability of Last Mile Solutions in respect of Payment Terminal (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 Payment Terminal, the Purchaser agrees that Last Mile Solutions 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 Payment Terminal 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 Payment Terminal. 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 advises to always have one or more Payment Terminals in stock / as a backup.

8. GOVERNING LAW AND JURISDICTION:

8.1. Purchase agreement	This purchase agreement for Payment Terminal, including the sale, delivery and warranty and any other liability for the Payment Terminal 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 Payment Terminal 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.