

## Terms and Conditions of Sale Electric Vehicle Charging Stations

(August 19, 2025)

1. **Definitions:** (a) “**Agreement**” means collectively any Seller Documents and these Terms and Conditions of Sale; (b) “**Buyer**” means the person or entity that has purchased, or will be purchasing, the Goods from Seller or a Seller authorized distributor or reseller; (c) “**Effective Date**” means the date on which the Purchase Order is accepted and entered into by Seller, as evidenced by the issuance of an Order Acknowledgement or other written confirmation from Seller; (d) “**Goods**” or “**Good**” means electric vehicle charging stations, including certain accessories, Software, documentation, and Raw Materials related thereto; (e) “**Incoterms 2010**” means the 2010 version of the International Commercial Terms as promulgated by the International Chamber of Commerce; (f) “**Lincoln Electric**” means The Lincoln Electric Company; (g) “**Order Acknowledgement**” means a sales order acknowledgment or similar document generated by Seller that authorizes the sale of Goods by Seller to Buyer; (h) “**Price**” means the amount charged by Seller to Buyer for Goods or Services rendered as further outlined in this Agreement; (i) “**Purchase Order**” means any offer by Buyer to purchase Goods from Seller; (j) “**Raw Materials**” means any basic or constituent material from which a Good is made; (k) “**Seller**” means Lincoln Electric or one of its affiliates or subsidiaries, as identified in the Order Acknowledgement; (l) “**Seller Documents**” refers collectively to all documents generated by Seller containing the terms on which Seller has agreed to sell the Goods to Buyer, including any Seller proposal, Order Acknowledgement, invoice or any documents expressly incorporated by specific reference in those documents by Seller; (m) “**Services**” as used herein means all labor, supervisory, technical and engineering, installation, commissioning, programming, support, repair, training, consulting or other services provided by Seller pursuant to an Order Acknowledgement or other statement of work, order form, or similar written agreement signed by the parties; (n) “**Software**” as used herein means all software and software documentation, if any, licensed or provisioned to Buyer by Seller under this Agreement; and (o) “**Special Order**” means when Buyer wants or needs to change an attribute of a Good.
2. **Contract Formation.** (a) Buyer shall be deemed to have accepted this Agreement by any conduct, action or inaction manifesting Buyer’s acceptance of the benefits of this Agreement, including, but not limited to (1) the presentation by Buyer of a Purchase Order to Seller, (2) Buyer’s written, digital, electronic, or oral acceptance of Seller’s Order Acknowledgement and/or these Terms and Conditions of Sale, (3) Buyer’s failure to object in writing to these Terms and Conditions of Sale within ten (10) days of receipt of Seller’s Order Acknowledgement, (4) delivery of the Goods and/or Services to Buyer, (5) Seller’s commencement of work on the Goods and/or Services with Buyer’s knowledge or at Buyer’s direction, or (6) Buyer’s access to, or use of, the Goods or Services. ANY AND ALL ADDITIONAL OR DIFFERENT TERMS IN BUYER’S REQUEST FOR PROPOSAL, PURCHASE ORDER, BUSINESS FORMS, WEBSITE OR BY ANY OTHER DOCUMENTATION ISSUED BY BUYER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND SELLER HEREBY GIVES NOTICE TO BUYER OF OBJECTION TO AND REJECTION OF SUCH TERMS. Additional or different terms applicable to a particular sale may be specified in the body of a Seller Document or agreed to in a written contract signed by both parties. No website usage agreement or any other click-through agreement on a website will have any binding effect whether or not Seller clicks on an “ok,” “I accept,” or similar acknowledgment. (b) Nothing in this Agreement, in the conduct of Seller and/or Buyer, or in any commercial documents or communications exchanged between Seller and Buyer shall form, give rise to, or constitute a requirements contract. A requirements contract can only be formed between the parties through a separate written document signed by both parties that sets forth the terms and conditions of the requirements contract with particularity. In the event of a conflict in terms in any commercial documents exchanged between the parties, the following order of precedence will apply: (1) any written contract signed by both Seller and Buyer; (2) any Order Acknowledgement, (3) any Seller Documents; and (4) these Terms and Conditions of Sale. Nothing in the Agreement shall be construed to make Lincoln Electric or any of its affiliates or subsidiaries responsible or liable in any way, whether jointly or severally, under any Agreement to which it is not specifically identified as the Seller in the Order Acknowledgement. All Goods and Services are governed exclusively by the Agreement. For purposes of clarification, Buyer and a distributor or a reseller of the Goods cannot agree to amend the terms of this Agreement in any manner, whether in an order form or otherwise, including to (i) require the Goods to be delivered, or the Services to be performed, in a manner inconsistent with this Agreement, and/or (ii) bind Seller to any terms and conditions that are contrary to, or otherwise in conflict with, this Agreement, and any attempt by Buyer and such a distributor or a reseller of the Goods to modify the terms of this Agreement shall be void and of no force and effect.
3. **Prices.** (a) Prices are U.S. dollars unless otherwise indicated on the Seller Documents. No cash discounts are allowed. Seller may change this method of payment in its sole discretion. Seller also reserves the right to change Prices at any time without notice. Prices for all Goods and Services will be those in effect at the time the order is accepted by Seller or, for orders with Buyer-specified ship-dates calling for shipment beyond thirty (30) days from the order entry date, Prices will be those in effect at the

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time of shipment. All orders are subject to final acceptance at Seller's office. All orders are subject to final acceptance by Seller. Prices do not include charges for extra packing, marking or testing per military/MIL specs. Seller reserves the right to bill late payment charges of at least one-and-a-half percent (1.5%) per month on Buyer's past-due invoices. (b) Orders for Goods may be placed as either "Stock Orders" or "Made to Order (MTO)" purchases. **"Stock Orders"** are for Goods available from Seller's existing inventory and are subject to the payment and shipment terms set forth herein. **"Made to Order (MTO)"** purchases are for Goods that are manufactured specifically for Buyer and are subject to the additional payment and scheduling terms set forth in Section 4 below. (c) Prices for Services are based on the cost of labor during normal business hours. Seller reserves the right to charge Buyer overtime rates for Services rendered outside normal business hours, holiday pay for working on holidays and travel time. (d) Seller's Price does not include any federal, state or local property, license, privilege, sales, value-added, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Buyer agrees to pay or reimburse any such taxes which Seller or its suppliers are required to pay or collect. If Buyer is exempt from the payment of any tax or holds a direct payment permit at the time of the placement of the order, Buyer shall provide Seller a copy, acceptable to the relevant governmental authorities, of any such certificate or permit. (e) Seller's Price excludes customs, duties and other similar fees. Buyer agrees to pay or reimburse Seller for any such customs, duties and other fees which Seller or its suppliers are required to pay or collect, whether or not those occur prior to or after the sale of the Goods. Seller neither represents nor guarantees that any of the Goods qualify as originating under the North American Free Trade Agreement, Buy America, General System of Preferences or other relevant, existing or future trade agreements or tariff preference programs. Any duties, fees, taxes, other charges or exactions on the Goods payable to any government or other entity are the sole responsibility of Buyer. Seller's Price includes standard packaging for shipment by truck, unless expressly stated otherwise in the Seller Documents. Any change after the proposal date in such rates, or additional packaging required by Buyer or required to transport the Goods via another mode of transportation, shall be paid to Seller in addition to the quoted Price. (f) Proposals for Goods or Services expire thirty (30) days from the date thereof. All proposals by Seller for Goods or Services are subject to change or withdrawal without prior notice to Buyer. (g) Notwithstanding anything to the contrary in this Agreement or any written contract signed by the parties, Seller may in its sole discretion add a surcharge to the Price of Goods in the event of any addition or change in any applicable law, regulation, international trade agreement and/or tariff(s) that impacts the costs to Seller of any Raw Materials. Seller may add such a surcharge to the Price for the Goods by notifying Buyer.

4. **Payment and Order Terms.** (a) The terms of payment are net thirty (30) days with pre-approved credit in place, unless otherwise expressly agreed to by Seller in an Order Acknowledgement. Seller has no obligation to ship any Goods to Buyer or to complete future milestones until Buyer is current on all payments due. (b) For Stock Orders, Buyer shall pay Seller for the Goods within thirty (30) days of the date of Seller's invoice or the date of shipment, whichever is later, unless otherwise expressly agreed in writing. (c) For MTO purchases, the following additional terms apply: (i) Prior to Buyer placing an order, Seller and Buyer must agree upon the expected date the Goods will be completed ("**Completion Date**"). All Completion Dates are contingent on Seller receiving Buyer's timely payment of the Initial Payment (as defined herein); (ii) Buyer will pay thirty-three percent (33%) of the total order value at the time of order (the "**Initial Payment**"). The Initial Payment is non-refundable and secures the manufacturing position of Buyer's order in Seller's production queue; (iii) After Seller receives the Initial Payment, Seller will confirm the Completion Date for the Goods set forth on Buyer's order; (iv) Buyer may extend the Completion Date up to thirty (30) days before the initially scheduled Completion Date. Once the Completion Date is within thirty (30) days, no changes to the Completion Date are permitted; (v) Once production of the ordered Goods is complete and Seller is ready to ship, the final payment is due (equal to the order value, less the prior payments). Shipment will not occur until Seller has been paid in full; (vi) Following the completion of production, Seller will hold finished Goods for up to thirty (30) days with no penalty while awaiting payment and delivery instructions. Following this thirty (30) day hold period, Seller will add two percent (2%) per month thereafter to the order value (total value, not just the final installment) to cover the carrying costs of holding the finished goods; (vii) If Buyer has not taken delivery of any Goods within ninety (90) days after they are ready to ship, Seller reserves the right to cancel the order, retain any and all of Buyer's payments as of that date, and dispose of the units; (viii) During the Term, Buyer hereby grants to Seller, a non-exclusive, revocable, non-sublicensable (except to Seller's subcontractors utilized by Seller to perform its obligations under this Agreement), a non-transferable, royalty-free license and right to use Buyer's trademarks, service marks, trade names, service names, insignia, internet domain names, logos and corporate names (collectively, "**Buyer Marks**") on the EV Chargers and to sell EV Chargers bearing the Buyer Marks to Buyer in accordance with the terms of this Agreement. Seller shall implement commercially measures designed to use and imprint the Buyer Marks upon the EV Chargers in a manner consistent with the written branding guidelines or written instructions provided by Buyer regarding the proper use of its Buyer Marks. The foregoing license solely covers those Buyer Marks that Buyer makes available, indirectly or directly, to Seller in relation to its performance of this Agreement. (d) For both Stock

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Orders and MTOs, if, in the judgment of Seller, the financial condition of Buyer at any time prior to shipment does not justify the terms of payment originally specified, Seller may require payment in advance or payment security satisfactory to Seller, or Seller may terminate the Agreement for default. If shipment is delayed by Buyer, all payments shall become due and payable on a date agreed upon between Buyer and Seller. Delays in shipment or nonconformities in any installments delivered shall not relieve Buyer of its obligation to accept and pay for remaining installments. (e) Buyer shall pay, in addition to the overdue payment, a late charge equal to the lesser of one-and-a-half percent (1.5%) per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus Seller's attorneys' fees and court costs incurred in connection with collection.

- 5. Buyer Responsibilities and Warranties.** (a) Buyer shall notify Seller in the event it is (i) a United States federal, state, or local government or regulatory entity, (ii) a foreign (non-United States) government or regulatory entity, or (iii) a contractor or subcontractor to either the foregoing (i) or (ii), no less than thirty (30) business days in advance of purchasing an EV Charger. Notwithstanding such notification, Buyer agrees that it acts independently, without any agency relationship, and is solely responsible for ensuring that it operates its business in compliance with all applicable domestic and foreign laws. (b) Buyer hereby represents and warrants to Seller that: (i) Buyer will only use, and shall require its employees, contractors, service providers, agents, successors, assignees, and delegates to only use, the Goods (1) for Buyer's own internal business purposes, and (2) in accordance with the Agreement, any and all safety protocols and design specifications associated with the Goods, (ii) Buyer will, at any and all times, comply with its obligations set forth in this Agreement, and will require its employees, contractors, service providers, agents, successors, assignees, and delegates to, at any and all times, comply with this Agreement, (iii) Buyer has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, (iv) this Agreement has been executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, (v) Buyer will not make, and shall prohibit any and all third parties from making, any additions, attachments, alterations, improvements, or changes to Goods without the prior written consent of Seller, and (vi) Buyer owns all Buyer Marks that Buyer provides, directly or indirectly, to Seller for purposes of this Agreement. (c) Buyer shall indemnify, defend and hold harmless Seller, and its officers, directors, and employees, from all liabilities, damages, claims, losses, costs and expenses (including legal fees) arising out of a claim arising from, or related to (i) a breach of the Agreement, (ii) violations by Buyer (or a Buyer employee, contractor, service provider, agent, successor, assignee, or delegatee) of any law, statute, or regulation applicable to the Goods or Services, (iii) the negligence or willful misconduct of Buyer (or a Buyer employee, contractor, service provider, agent, successor, assignee, or delegatee), (iv) Seller's use of the Buyer Marks, including claims Seller's use of the Buyer's Marks infringes a patent, trademark, or other intellectual property right of Buyer or any third party, and (v) bodily injury or death to any person, or damage to, or destruction of, tangible property caused by Buyer (or a Buyer employee, agent, successor, assignee, and/or delegatee). Buyer acknowledges and agrees that Buyer is, and Buyer's employees, contractors, service providers, agents, successors, assignees, and delegates are, prohibited from using Goods for the development or production of any unlawful products, including but not limited to weapons of mass destruction (nuclear weapons, biological weapons, chemical weapons, or missiles).
- 6. Shipment & Delivery.** (a) Goods are shipped on a domestic basis **F.O.B.: Seller's facility** (Uniform Commercial Code), and on an international basis **FCA: Seller's facility** (Incoterms 2010), unless otherwise stated in the Seller Documents. Unless otherwise agreed in writing, Seller may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. Buyer shall be responsible for any and all demurrage, detention, customs broker and freight forwarder fees, warehouse and terminal charges, insurance, inspection, storage, special notifications. Special equipment/handling charges shall be at Buyer's additional expense unless otherwise agreed in writing by Seller. (b) Shipping and delivery dates are estimates only and are contingent upon Buyer's timely approvals and delivery by Buyer of any documentation required for Seller's performance hereunder. Seller shall not be liable for any penalties or damages of any kind if anticipated shipment dates are not met. Delivery times shall be automatically extended as needed to resolve any technical matters between the parties with respect to the delivery, installation or use of the Goods. If the scheduled delivery of Goods and/or Services is delayed by Buyer, Seller may store in its facility or move the Goods to storage, at Buyer's sole cost, expense and risk, whereupon the Goods are deemed to be delivered and accepted by Buyer and all payments shall be due and payable on a date agreed upon by Buyer and Seller. Notwithstanding any terms to the contrary stated in Seller's Documents. Seller may make partial deliveries. (c) Any shortage or damage to the Goods must be communicated to Seller and the delivering carrier within five (5) business days from the date of delivery of the Goods by Buyer. Issues will be resolved on a case-by-case basis through the commercially reasonable efforts of Buyer and Seller.
- 7. Title & Risk of Loss.** (a) Domestic Shipments: Title and risk of loss for the Goods shall transfer to Buyer upon delivery of the Goods to the first carrier for shipment, regardless of which party elects the carrier, pays for shipment, or otherwise

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arranges the particulars of shipment. Buyer shall bear the risk of loss for any damages to Goods while in the possession of the carrier or for any delay in shipment. Buyer shall file and pursue any claims directly with the carrier related to any damage to Goods or delay in shipment, and Buyer shall not assert such claims against Seller or deduct from amounts owing to Seller. (b) Seller retains a purchase money security interest on and in such Goods until Seller receives payment in full, and Buyer will cooperate with Seller to perfect any such interest as deemed reasonably necessary by Seller. (c) Export Shipments: All purchases and shipments of Goods destined for use outside the boundaries of the United States are considered to be export purchases.

8. **Term and Termination.** (a) Unless otherwise expressly stated in a Purchase Order accepted by Seller, the term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term" and the Initial Term and each Renewal Term being the "Term"), unless either party provides written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term. (b) Notwithstanding the foregoing, if a Purchase Order accepted by Seller specifies a different term, such term shall control and supersede the term set forth in this Agreement. (c) Either party may terminate this Agreement, with or without cause, by providing the other party with at least ninety (90) days' prior written notice. Termination of this Agreement shall not affect any rights or obligations of the parties that have accrued prior to the effective date of termination, including but not limited to payment obligations for Goods or Services delivered prior to such date. (d) Either party may terminate this Agreement immediately upon written notice to the other party in the event of a material breach of this Agreement by the other party, which breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach. Notwithstanding the foregoing cure period, either party may terminate this Agreement immediately upon written notice if the other party (i) becomes insolvent or makes an assignment for the benefit of creditors, (ii) files or has filed against it any petition under bankruptcy or insolvency laws that is not dismissed within sixty (60) days, or (iii) ceases to conduct business in the ordinary course. Termination for cause shall be in addition to, and not in lieu of, any other rights or remedies available at law or in equity.

9. **Warranty.** Seller's warranty for the Goods and Services is available at <https://www.lincolnelectric.com/en/legal-information/warranty-statements> and is incorporated in full and made part of this Agreement by reference.

**DISCLAIMER OF IMPLIED WARRANTIES: ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.**

10. **Demonstration Period; Disclaimer of Warranties and Limitation of Liability.** (a) The parties agree that any use of Seller's Goods or Services by the Buyer during any free trial/demonstration period is solely for the purpose of evaluation and demonstration of Seller's Goods or Services during the trial/demonstration period. The trial/demonstration period shall be as specified by Seller or as otherwise agreed in writing by the parties. (b) **NOTWITHSTANDING ANYTHING TO THE CONTRARY INCLUDED HEREIN, DURING THE TRIAL/DEMONSTRATION PERIOD, ALL GOODS AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SELLER DOES NOT WARRANT THAT THE GOODS OR SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE DURING THE TRIAL/DEMONSTRATION PERIOD.** (c) To the maximum extent permitted by applicable law, Seller shall not be liable for any damages, whether direct, indirect, incidental, consequential, special, punitive, or exemplary, arising out of or relating to the Buyer's use of the Goods or Services during the trial/demonstration period, even if Seller has been advised of the possibility of such damages. (d) The Buyer acknowledges and agrees to assume all risks associated with the use of the Goods or Services during the trial/demonstration period.
11. **Patent Indemnity.** (a) **By Seller.** (i) Seller agrees to defend any suit, proceedings or counterclaim against Buyer for the infringement of any United States Letters Patent by any Goods manufactured by Seller, of whatever kind, or any parts thereof, made to Seller's design or specifications, but only in the form, state or condition supplied under the Agreement; but only on the condition that Seller is: (1) notified promptly in writing of any charges of infringement, (2) given authority to direct and control the defense of such charge or suit, and (3) furnished such information and assistance, at Seller's expense, as may be necessary for such defense and Seller shall pay all costs and damages awarded therein against Buyer. This Agreement, including this duty to defend, does not apply to the combination of the Goods and/or Services supplied under this Agreement with Goods and/or Services not supplied by Seller, nor to any process involving such combinations. (ii) If at any time such Goods

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or any part thereof, or their use, are considered by Seller to constitute infringement, Seller may, at its own expense: (1) procure for Buyer the right to continue using such Goods, (2) modify them so they become non-infringing, or (3) remove them and refund the purchase price and the transportation costs thereof, if any. The foregoing states the entire liability of Seller for patent infringement by such Goods or their use. (b) By Buyer. If Buyer supplies an order request to Seller for a product with Buyer's specifications for the same, then Buyer represents that Buyer has ownership rights to, and/or has a license to have such product built for Buyer, and Buyer agrees to defend, indemnify and hold harmless Seller, its parent company, agents and/or affiliates from and against any claims, suits, proceedings (whether in court or out of court) of all types whatsoever against, and shall indemnify Seller, its parent company, directors, officers, employees, shareholders, affiliates and agents for all costs, damages, judgments, settlements and compromises (including incurred costs and attorneys' fees) for the infringement or claimed infringement of any patent, trademark, service mark, trade secret, copyright, moral rights or other claims of violation of intellectual property anywhere in the world arising from the same. Buyer shall pay all costs, damages, judgments, settlements and compromises (including incurred costs and attorneys' fees) arising out of or related to such claims, suits, proceedings (whether in court or out of court) against Seller, its parent company, directors, officers, employees, shareholders, affiliates and agents

**12. Inventions and Information.** All Goods and Services, and any inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names and trade or service marks created or prepared by Seller under this Agreement, together with any and all intellectual property rights therein (collectively "**Inventions**"), shall belong exclusively to Seller. To the extent any rights in the Inventions are transferred to Buyer by operation of law, Buyer hereby assigns the worldwide right, title and interest in and to the Inventions to Seller. Seller shall have the right, at its option and expense, to seek protection of the Inventions by obtaining patents, copyright registrations, and filings related to proprietary or intellectual property rights. Buyer agrees to execute, and to cause its employees and/or agents to execute, such documents, applications, and conveyances and to supply information as Seller shall request, in order to permit Seller (at Seller's expense) to protect, perfect, register, record and maintain its rights in the Inventions and effective ownership of them throughout the world. These obligations survive the expiration or termination of this Agreement. Buyer shall not, without Seller's prior written consent, copy or disclose such Inventions to a third party. Such Inventions shall be used by Buyer solely for the operation or maintenance of the Goods and/or Services and not for any other purpose, including the duplication thereof in whole or in part.

**13. Limitation of Liability.** (A) IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES OR AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE GOODS AND/OR SERVICES OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, AND CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES FOR ANY DAMAGES. SELLER'S LIABILITY FOR ANY CLAIM WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, OPERATION OR USE OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS AGREEMENT, OR FROM ANY SERVICES RENDERED IN CONNECTION THEREWITH, SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOODS AND/OR SERVICES OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. (B) ALL CAUSES OF ACTION AGAINST SELLER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN ONE YEAR OF THE TIME OF ACCRUAL THEREOF. (C) ANY DAMAGES OR REMEDY ARISING FROM OR RELATING TO THE BREACH OF ANY WARRANTY COVERING THE GOODS SHALL BE LIMITED TO THE VALUE OF GOODS AT ISSUE. (D) IN NO EVENT, REGARDLESS OF CAUSE, SHALL SELLER BE LIABLE FOR THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES RELATED TO THE INSTALLATION, INTEGRATION, REPAIR, DE-BUGGING, AND/OR SERVICING OF ANY GOODS OR SERVICES. (E) BUYER ASSUMES ALL RISK AND LIABILITY FOR ANY LOSSES OR DAMAGES RESULTING FROM (I) THE USE OF ANY GOOD BY A THIRD PARTY, AND (II) BUYER'S FAILURE TO PROPERLY USE THE GOOD.

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**14. Payment Card Industry (“PCI”) Compliance and Responsibilities:** (a) Buyer acknowledges and agrees that it is solely responsible for ensuring compliance with the Payment Card Industry Data Security Standard (“**PCI DSS**”) in connection with any payment processing activities conducted using the Services. It is expressly acknowledged and understood between the parties that Lincoln is not a payment processor and is not responsible for the storage, transmission, or processing of any cardholder data in any form. (b) Buyer acknowledges and understands that Lincoln does not engage in the following activities and that Buyer is solely responsible for: (i) ensuring that all information and telecommunication systems, networks, and processes that store, process, or transmit cardholder data are compliant with the current version of PCI DSS, (ii) maintaining the confidentiality, integrity, and availability of cardholder data, including through secure configuration, access controls, and encryption where applicable, (iii) ensuring that any third-party service providers engaged for payment processing or related services are PCI DSS compliant and subject to appropriate due diligence and monitoring, (iv) conducting regular risk assessments and monitoring of security controls to detect and respond to information and telecommunication failures or vulnerabilities, (v) providing ongoing security awareness training to personnel handling PCI-related systems or data, (vi) establishing and maintaining an incident response plan for PCI-related breaches, including timely notification to affected parties and regulatory bodies as required, and (vii) maintaining documentation of compliance efforts and being prepared to demonstrate compliance during audits or assessments. (c) Buyer is solely responsible for establishing and maintaining any required relationships with payment merchants or processors, which includes, but is not limited to: (i) selecting and contracting with a compliant PCI DSS payment merchant or processor, (ii) ensuring that all merchant accounts are properly configured and secured, (iii) managing all financial transactions, chargebacks, and disputes, (iv) complying with all applicable laws, regulations, and card brand rules related to payment processing, and (v) ensuring that the payment merchant or processor maintains PCI DSS compliance and provides appropriate documentation upon request. (d) Buyer expressly indemnifies and holds harmless Lincoln from any claim, liability, or damage arising directly or indirectly from Buyer’s failure to comply with this Section 14 or any applicable data security regulation.

**15. Product Use and Customer Assistance Policy.** It is Buyer’s sole responsibility to determine if a Good is fit for a particular purpose and suitable for Buyer’s method, application or process. Seller holds no responsibility and bears no liability for the results or consequences of the use, misuse or application of any Goods purchased from Seller by Buyer. The business of Seller is manufacturing and selling electric vehicle charging stations, and welding equipment, automated welding systems, consumables, and cutting equipment. Seller’s challenge is to meet the needs of their customers and to exceed their expectations. On occasion, Buyer may ask Seller for information or advice about their use of the Goods and/or Services, and Seller’s employees respond to inquiries to the best of their ability based on information provided to them by the customers and the knowledge they may have concerning the application. Seller’s employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular Goods. Accordingly, Seller does not warrant or guarantee or assume any liability with respect to such information or advice. Moreover, the provision of such information or advice does not create, expand, or alter any warranty on Seller’s Goods and/or Services.

**DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES: ANY EXPRESS OR IMPLIED WARRANTY THAT MIGHT ARISE FROM THE INFORMATION OR ADVICE PROVIDED BY SELLER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IS SPECIFICALLY DISCLAIMED.**

Seller is a responsive manufacturer, but the selection and use of specific Goods and/or Services sold by Seller is solely within the control of and remains the sole responsibility of Buyer. Many variables beyond the control of Seller affect the results obtained in applying these types of fabrication methods and service requirements.

**16. Software License.** (a) To the extent the Goods or Services contain Software, or otherwise grant Buyer access to, Software, Buyer acknowledges and agrees to comply with The Lincoln Electric End-User License Agreement (“**Lincoln EULA**”) available at [EULA DPA \(lincolnelectric.com\)](https://lincolnelectric.com/EULA-DPA), and which is hereby incorporated into this Agreement, and which may be amended from time to time. For purposes of the Lincoln EULA, (i) the term “Lincoln” shall be interpreted to mean Seller (as defined herein), (ii) the terms “Authorized User” and “you” shall be interpreted to mean, “Buyer” (as defined herein), and (iii) the term “Licensed Application” shall be interpreted to mean “Software” (as defined herein). For the avoidance of doubt, as between Seller and Buyer, Seller owns all rights, title, and interest in the Software, and Buyer’s limited, revocable right to access and use the Software is set forth in the Lincoln EULA. Buyer acknowledges and agrees that the Software may be used only in conjunction with Goods used or Services sold, rented, or leased by Seller under this Agreement; the Software shall be kept strictly confidential; and Buyer’s right to use the Software shall terminate immediately when the specified Services or Goods are no longer used by Buyer. Nothing in this Agreement shall be deemed to convey to Buyer any title, right, or ownership in



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any Software included with any Good or Service sold, rented, or leased under this Agreement. In the event of a conflict between this Agreement and the Lincoln EULA, the terms and conditions set forth in the Lincoln EULA shall supersede and control.

- 17. Third-Party Integration and Services.** The Goods or Services may include integrations with other software and web services made available by third parties (other than Seller) and subject to terms and conditions with those third parties. These third-party software and web services are not part of the Goods or Services, and the Agreement does not apply to them. Seller is not responsible for the content, functionality, or operability of any third-party software or web service. For the avoidance of doubt, Buyer acknowledges and agrees that any “Third Party Application” or “Open Source Component” (as such terms are defined and used in the Lincoln EULA) are maintained independently by third parties and are outside Seller’s control and responsibility, and Buyer shall, at any and all times, comply with any legal terms governing access to and use of the same. Buyer may access certain Goods or Services through mobile applications obtained from third-party websites, such as Android or Apple application stores. The use of mobile applications may be governed by additional terms and conditions presented upon download/access to the mobile application. For the avoidance of doubt, Buyer hereby represents and warrants to Seller that Buyer will, at any and all times, comply with all third-party terms and conditions applicable to, or otherwise related to, the Goods and Services. With respect to the online connectivity of the Goods or Services, and without limiting any requirements or obligations hereunder, Buyer agrees to comply with the third-party terms and conditions attached hereto as Exhibit A and those found at <https://tealcom.io/terms/>.
- 18. Data Protection.** In the event Buyer provides Seller with business contact data concerning its employees, contractors, or customers, Buyer hereby acknowledges and agrees that Seller will collect and process such business contact data in accordance with Seller’s privacy policy (“**Privacy Policy**”), available at <https://www.lincolnelectric.com/en/Legal-Information/Privacy-Policy>, which may be amended from time to time. Buyer hereby represents and warrants to Seller that Seller has the legal authority and appropriate business purpose to provide Seller with any and all personal data (including business contact data) in conjunction with this Agreement, and when legally required, has obtained the consent from all applicable data subjects concerning the processing of personal data. Notwithstanding the foregoing, in the event Buyer purchases Software and Buyer and Seller are subject to the Lincoln Data Processing Addendum (“**Lincoln DPA**”), available at <https://www.lincolnelectric.com/en/Legal-Information/EULA-DPA>, each party acknowledges and agrees that the terms of the Lincoln DPA (and not the Seller’s Privacy Policy) shall apply to the personal data processing activities related to the Software. For purposes of the Lincoln DPA, Seller shall be defined as the “Data Processor” and Buyer shall be defined as the “Data Controller.” Buyer hereby agrees that Seller may contact Buyer and Buyer employees and personnel via any means, including SMS/text message and email, to furnish Buyer information regarding a product order, shipping status, warranty-related information, and similar data and information pertaining to a commercial transaction. The Goods and Services are not designed to retain, transmit, or otherwise process any sensitive personal data, including government-provided identification numbers, biometric data, health data, or cardholder data or other payment card information. Buyer hereby agrees that (i) Seller shall not be liable, and Buyer shall not hold Seller liable, for any losses, damages, liabilities, claims, actions, judgments, settlements, penalties, fines, costs, and expenses of whatever kind, including reasonable attorneys’ fees, arising from a complaint, demand, or allegation that the Goods or Services are not compliant with PCI DSS, or any other security standard related to cardholder data or other payment card information, (ii) Buyer is solely responsible, and assumes complete, sole, and full liability, for compliance with the PCI DSS and any other security standard related to cardholder data or other payment card information, and (iii) Buyer shall indemnify, defend and hold harmless Seller and Seller’s affiliates, officers, directors, shareholders, employees, agents, successors, and permitted assigns against any and all losses, damages, liabilities, claims, actions, judgments, settlements, penalties, fines, costs, and expenses of whatever kind, including reasonable attorneys’ fees, incurred by the Seller and Seller’s affiliates, officers, directors, shareholders, employees, agents, successors, and permitted assigns relating to any claim out of or occurring in connection with Buyer’s breaches of its obligations under this Section 15 (Data Protection) of the Agreement.
- 19. Confidentiality.** “**Confidential Information**” means business and technical information, know-how or trade secrets including but not limited to sales, distribution channel, financial, marketing, pricing, planning, competitor information and the lists of customers who have purchased Goods from Seller. Both Buyer and Seller shall (i) treat each other’s Confidential Information as confidential; (ii) not use such Confidential Information except in connection with the Agreement; (iii) not disclose such Confidential Information to any third party who has not executed an agreement to maintain the confidentiality of the Confidential Information with restrictions at least as restrictive as those set forth herein; and (iv) not reverse-engineer Seller’s Goods and/or Services. Confidential Information does not include information that is: (i) generally known and available in the public domain; (ii) was known to recipient prior to the date of disclosure; (iii) was received from a third party without any obligation of confidentiality; or (iv) was independently developed without reliance on Confidential Information.

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Given the nature of the Confidential Information and the likely consequences of its unauthorized use or disclosure, monetary damages would not be an adequate remedy and Seller reserves the right to seek and obtain injunctive relief, in addition to any other remedy that may be available, in any proper forum.

- 20. Insurance Requirements.** Buyer shall, at its own expense, maintain and keep in force during the term of this Agreement: (i) commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and in the aggregate, covering bodily injury, property damage, and personal injury; (ii) insurance coverage sufficient to cover the full contract price of any Goods, including but not limited to EV Chargers, until such time as full payment has been received by Seller; and (iii) insurance covering any property of Buyer that is in Seller's possession for any reason. Upon Seller's request, Buyer shall provide certificates of insurance evidencing such coverage and naming Seller as an additional insured where applicable. Failure to maintain the required insurance shall constitute a material breach of this Agreement.
- 21. Cancellation.** Once Seller has accepted an order and commenced any act with respect to the order, Buyer may not cancel or modify the order without Seller's consent. If an order is cancelled or modified without Seller's consent, Buyer is liable for all costs and expenses incurred by Seller in relation to Buyer's cancellation or modification. Special Orders are non-cancellable.
- 22. Return of Unused Goods.** Seller may, at its sole and absolute discretion, accept unused Goods for return from Buyer. Fees will be applied at Seller's discretion.
- 23. Redistributor and Distributor Purchases.** In the event Buyer purchases, rents, or licenses the Goods or Services from a third-party distributor or reseller, then: (i) Buyer shall comply with all terms and conditions agreed to between Buyer and third-party distributor or a reseller, provided such terms and conditions do not conflict with this Agreement, and (ii) Section 3 (Prices), Section 6 (Shipment & Delivery), and Section 7 (Title & Risk of Loss) of this Agreement are not applicable to the purchase and delivery of Goods from a third-party distributor or reseller.
- 24. Force Majeure.** Seller shall not be in default for failure to perform and shall not be liable for loss, damage, detention or delay when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, terrorism, sabotage, power, explosions, epidemics, civil disturbances, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government laws or regulations, insurrection or riot, embargo, tariffs, changes in market conditions, delays or shortages in transportation or inability to obtain necessary labor, Raw Materials, or manufacturing facilities from usual sources, equipment failure, or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. Upon the occurrence of any event or circumstance referenced above, Seller shall have the right to allocate Goods and/or Services among its customers in its sole discretion. This Section supplements, and does not replace, any remedies available to Seller under applicable law.
- 25. Assignment.** Buyer cannot assign this Agreement without Seller's prior written consent. Seller may assign this Agreement without Buyer's consent.
- 26. Entire Agreement.** The Agreement constitutes the entire agreement between Seller and Buyer with respect to the Goods and/or Services covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. Seller may change these Terms and conditions of Sale at any time and is not obligated to notify Buyer of any such changes, amendments or updates.
- 27. No Waiver.** In the event of Buyer's default, if Seller elects to continue shipping or otherwise fails to insist upon strict compliance with the Agreement, Seller's actions will not constitute a waiver of Buyer's default or any other existing or future default or affect Seller's legal remedies. Seller's failure or election not to enforce any term or condition of this Agreement shall not constitute or be deemed a waiver of that term or condition or any other term or condition of this Agreement.
- 28. Severability.** If any provision of this Agreement is held to be unlawful or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.
- 29. Survival.** Any provisions of this Agreement which, by their nature, extends beyond the completion, termination or expiration of any sale of Goods, and/or Services, will remain in effect until fulfilled.
- 30. Headings.** Paragraph headings herein are for convenience only and shall not limit in any way the scope of interpretation of any provision to this Agreement.



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- 31. No Third-Party Beneficiaries.** This Agreement has been entered into solely for the benefit of the parties hereto and is not intended to create any legal, equitable, or beneficial interest in any third party, or vest in any third party, any interest with respect to the enforcement or performance hereof.
- 32. Audit.** Buyer does not have the right to audit or inspect Seller's accounts, books, records or facilities, unless Seller provides its prior written consent to an audit or inspection. Seller may audit and inspect Buyer's accounts, books, records and/or facilities to the extent necessary to protect Seller's Confidential Information, in the event of a material adverse change in Buyer's financial condition, or if Seller reasonably believes that Buyer is in breach of any of its obligations under this Agreement.
- 33. Disputed Terms.** In the event Buyer includes terms and conditions in a Purchase Order or an Order Acknowledgement ("**Buyer Terms**"), such Buyer Terms may only be accepted by Seller by express inclusion in Seller's Order Acknowledgement; and all other terms and conditions of any Purchase Order and Order Acknowledgement are expressly rejected and disclaimed by Seller.
- 34. Compliance with Laws.** (a) Buyer will comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Buyer's obligations under this Agreement and its operations or use of the Goods and/or Services, including but not limited to those regarding safety, the environment, data protection, data privacy, conflict minerals, human trafficking/slavery, export/import, labor and anti-corruption. Nothing contained herein shall be construed as imposing responsibility or liability upon Seller for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Goods. In no event shall Seller be responsible for liability arising out of use of the Goods in association with other equipment of Buyer, the alteration of the Goods by any party other than Seller, or the violation of any laws relating to or caused by Buyer's design, location, operation, or maintenance of the Goods. (b) Buyer acknowledges that the Goods and/or Services, if any, which are purchased or received under this Agreement may be subject to the export controls of the U.S. Export Administration Regulation, the U.S. Department of Treasury Office of Foreign Assets Control, the U.S. Department of State and other U.S. agencies, as well as the export control regulations of the European Union, the United Nations Security Council, and other foreign governments ("**Export Control and Economic Sanctions Laws**"). Buyer agrees that any export, resale, or re-export of Seller's Goods shall be in compliance with all applicable Export Control and Economic Sanctions Laws. Unless licensed to do so, Buyer agrees that it will not: (i) export, resell, re-export or transfer the Goods and/or Services for end-uses that are prohibited by Export Control and Economic Sanctions Laws, including, but not limited to: maritime nuclear propulsion, nuclear, chemical and biological weapons; rocket, missile and unmanned air vehicle systems, and nuclear activities not in compliance with International Atomic Energy Agency (IAEA) safeguards; (ii) export, resell, re-export or transfer any Goods and/or Services to a customer that an entity or person that is listed, blocked or subject to sanctions under applicable Export Control and Economic Sanctions Laws, including entities that are owned fifty percent (50%) or more, directly or indirectly, individually or in the aggregate, by an individual or entity that is listed, blocked or subject to sanctions; or (iii) export, resell, re-export, transfer, or conduct transactions involving the Goods and/or Services with or to entities or individuals in countries or regions subject to comprehensive sanctions, currently including: Crimea, Cuba, Iran, North Korea, Syria, and Sudan. Further, none of the underlying information, software, or technology of the Goods and/or Services may be transferred or otherwise exported or re-exported in violation of Export Control and Economic Sanctions Laws. Any diversion contrary to U.S. law or other applicable law is prohibited. By purchasing Goods from Seller, Buyer represents and warrants that Buyer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Buyer agrees to assume sole responsibility for obtaining licenses to export or re-export as may be required, and further represents and warrants that Buyer shall: (i) cooperate fully with Seller in any official or unofficial audit or inspection that relates to Export Control and Economic Sanctions Laws; and (ii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any Goods and/or Services sold hereunder or any related technical information, document, or material or direct products thereof to any country, entity, person or end-user so restricted by Export Control and Economic Sanctions Laws, as modified by time to time. Seller and Buyer are committed to fair, honest and ethical business practices. Buyer acknowledges that Seller has adopted a Code of Corporate Conduct and Ethics ("**Code**"), available at [www.lincolnelectric.com](http://www.lincolnelectric.com), and Buyer agrees to conduct itself in its dealings with or on behalf of Seller in a manner that is consistent with and facilitates compliance with Seller's Code.
- 35. Disputes and Governing Law.** In the event of any controversy, claim or dispute arising out of or relating to this Agreement (a "**Dispute**"), Seller and Buyer shall seek to resolve the matter amicably through diligent, good faith, mutual discussions to be initiated as promptly as possible after a Dispute arises. If the Dispute cannot be resolved through mutual discussions as set forth above, either party may commence an action to resolve the Dispute in the Federal or State courts of Ohio. The parties shall submit to personal jurisdiction and venue in the State of Ohio, County of Cuyahoga, or the United States

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District Court for the Northern District of Ohio. This Agreement and any transactions arising therefrom shall be governed and construed under the laws of the State of Ohio, as applied to contracts entered into and performed in that State, specifically excluding any conflict or choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this Agreement, or any transactions created thereby or construed therewith. In the event of any litigation, arbitration or mediation arising from a Dispute, if Seller is the prevailing party, then, in addition to the relief granted, it is entitled to reimbursement of its attorneys' fees incurred during or in connection with the Dispute.

[Remainder of this page left intentionally blank; Exhibit A follows]

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**Exhibit A**  
**Third Party Terms and Conditions – Verizon Wireless**

These terms and conditions (the “Terms”) set forth the terms and conditions governing the use of the Verizon Wireless network by Buyer and its end users of an electric vehicle charging station (the “Equipment”) provided by Lincoln Electric or its affiliate or subsidiary.

**1. Definitions:** (a) **Agreement:** the underlying purchase documentation and associated agreements for the Equipment; (b) **Buyer:** the person or entity that has purchased, or will be purchasing, the Equipment; (c) **Line:** A line of Wireless Service provisioned by Verizon Wireless; (d) **Seller:** Lincoln Electric or one of its affiliates or subsidiaries, as identified in the Agreement; (e) **Services:** The specific services (including without limitation, Wireless Service) that are provided by Verizon Wireless in connection with the Equipment; (f) **Verizon Wireless:** the provider of the Wireless Services in connection with the Equipment; (g) **Wireless Service:** Each and every radio service provided directly or indirectly by Verizon Wireless.

**2. Term; Termination and Suspension.** If Buyer terminates the underlying Agreement such that the Line will be no longer needed, Buyer will be responsible for all accrued charges through the date of termination. Termination of a Line requires 30 days’ prior written notice. Except as otherwise expressly stated in this Agreement, either Party may terminate this Agreement upon 90 days’ prior written notice to the other Party for any reason. A Party may also terminate for default if (i) the defaulting Party fails to comply with any material term, condition, or obligation of this Agreement; (ii) the non-defaulting Party provides written notice to the defaulting Party specifying the default; and (iii) the defaulting Party fails to cure such default within 30 days after receipt of such notice. If the defaulting Party has commenced to cure the default but it cannot reasonably be cured within the 30-day period, then the Parties may, in good faith, agree to a reasonable extension of time as may be needed to complete the cure. Further, Seller shall have the right to terminate this Agreement, without providing an opportunity to cure, by providing five days’ notice to Buyer (or, in exigent circumstances, with as much notice as practicable in its reasonable judgment) if Seller has a good-faith belief that termination is necessary to (i) prevent, mitigate, or eliminate fraud; (ii) protect Seller’s or Verizon Wireless’s personnel, network, or property, or (iii) comply with a law or a regulation. In all cases, notwithstanding the foregoing, Buyer must take immediate action to cure a default based on (a) a violation of any Federal Communications Commission rule or regulation that could adversely affect any Federal Communications Commission spectrum license held by Verizon Wireless or any of its affiliates in the Wireless Service area; or (b) Buyer’s failure to make payments under the Agreement. Upon any termination: (a) the applicable Services will terminate immediately; and (b) Buyer remains liable for all accrued charges (including but not limited to any applicable termination fees, charges or expenses) for all terminated Services through the effective date of termination. Termination of the Agreement in part or in whole will not affect either Party’s accrued rights or obligations under the Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after the Term has ended. Seller may deny any new Line activations and/or suspend or terminate Wireless Service upon notice, if: (i) Buyer fails to pay any charges when due; (ii) Buyer breaches the Agreement; (iii) Buyer uses the Services or Lines for any illegal, improper or fraudulent purpose; (v) Buyer uses, abuses or misuses Verizon Wireless’s network in a manner that has an adverse impact on Verizon Wireless’s network, operations or customers; (vi) Buyer or any user of Buyer’s Equipment provides false information relating to Buyer’s account; or (vii) Buyer engages in fraudulent, threatening or harassing activities when using the Wireless Service or interacting with Seller or Verizon Wireless. Seller or Verizon Wireless can also temporarily limit Buyer’s Wireless Service for any operational or governmental reason.

**3. Provision and Use of Services**

**3.1. General:** Verizon Wireless shall provide Lines to Buyer only under the terms and conditions set forth in these Terms. Buyer will use the Services only in connection with the Equipment in accordance with these Terms, and will not, directly or indirectly distribute, sublicense or transfer the Services or any part thereof. Notwithstanding anything to the contrary, a Line of Wireless Service cannot be used for voice services for any reason. Any attempt by Buyer to obtain a Line of Wireless Service under these Terms used for voice services shall be deemed a material breach of these Terms. Buyer is responsible for the use of all applicable Service (including any downstream use and use of the Services in a manner not intended by Buyer). Buyer acknowledges that non-compliance or misuse of the Services may cause transmissions to fail, be blocked or misrouted, use Wireless Service not intended by Buyer and/or may subject Buyer to additional charges beyond those set forth in the Agreement.

**3.2. Fraudulent or Unauthorized Use:** Buyer shall prevent (i) use of the Wireless Service by itself or any third parties in violation of subsection 3.1 or 3.2; and (ii) fraudulent or other unauthorized use of the Wireless Service or mobile telephone number (“MTN”). Buyer shall promptly notify Seller in writing if there is actual or suspected use of the Wireless Service in

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violation of this section. Buyer shall be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent usage by Buyer or any other person utilizing Lines provided hereunder.

**3.3. Equipment Location:** All Equipment activated on Lines at a fixed location must be located by Buyer within the areas served by the Verizon Wireless owned and operated network in the United States, must be primarily used on Verizon Wireless's owned and operated networks in the United States, and will not be permanently located in the roaming area. Seller and Verizon Wireless reserve the right to terminate any Lines that are not primarily used on Verizon Wireless's owned and operated network.

**3.4. Access Outside United States:** If Buyer chooses to access or use the Services, Equipment or any website or portal maintained by Seller or Verizon Wireless from locations outside the United States, Buyer does so on its own initiative and will be solely responsible for compliance with all applicable laws, including those relating to the access of information and/or transmission of technical data exported from or imported to the United States or the country in which Buyer is accessing or using the products or Services, or such website or portal. Buyer will not allow the use of the Verizon Wireless systems and/or system user ID(s) and password(s) assigned to it for access to the Verizon Wireless systems from outside of the United States.

**3.5. Availability of Wireless Service:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier, subject to Verizon Wireless's agreements with such carriers. Data service on these roaming carriers' networks may be limited or slowed. Third party roaming carriers are not Verizon Wireless affiliates or subcontractors and Verizon Wireless bears no liability for their network, acts or omissions.

**3.6. Enhancement of Wireless Service:** Buyer will not install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service.

**3.7. Mobile Telephone Numbers:** Verizon Wireless may, at any time upon written notice, modify the requirements of this section 3.7. If Buyer is using geographic mobile telephone numbers ("MTNs"), but Buyer's needs can be satisfied with a non-geographic number solution (e.g., 5XX numbers where the Numbering Plan Area ("NPA") begins with a "5" and there is no rate center associated with the MTN), Verizon Wireless reserves the right to migrate Buyer to a non-geographic number solution for all new activations. Buyer's existing lines using geographic numbers shall be eliminated through attrition only. Buyer may port its geographic MTNs to another carrier, but Buyer does not have any property right in the MTN. Buyer may not port its non-geographic MTNs to another carrier. Verizon Wireless may change, reassign or eliminate an MTN upon reasonable notice to Buyer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.

**4. LIMITATION OF LIABILITY:** IN ADDITION TO ANY LIMITATION OF LIABILITY IN THE AGREEMENT, SELLER AND VERIZON WIRELESS WILL HAVE NO LIABILITY TO BUYER:

4.1. FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (i) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE; (ii) FAILURES OR DEFECTS IN THE VERIZON WIRELESS NETWORK OR SYSTEMS; OR (iii) USE OF THE WIRELESS SERVICE INDEPENDENT OF EQUIPMENT.

4.2. FOR CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THESE TERMS. IN NO EVENT SHALL SELLER OR VERIZON WIRELESS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

**5. Compliance with Laws and Consent to Share Information:** Buyer acknowledges and agrees that it is solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law. The privacy addendum located at the following URL, <https://www.verizon.com/business/serviceguide/reg/state.htm> ("Privacy Language"), is hereby incorporated into these Terms and applies if any Service requires collection of personal data to which such laws apply. In the case of any inconsistency, the Privacy Language takes precedence over these Terms with respect to such inconsistency. Buyer hereby grants Seller permission to share Buyer's Confidential Information with Verizon Wireless and its affiliates (together with Verizon

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Wireless, the “Verizon Companies”) and third parties subject to nondisclosure protection, solely for the purpose of offering Buyer current and future products and services available from the Verizon Companies.

### 6. Miscellaneous:

6.1. **Waiver; Severability; Survival:** No provision of these Terms shall be considered waived unless both Parties agree in writing to such waiver. Either Party’s forbearance or delay in enforcing any right under these Terms shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of these Terms invalid, illegal or unenforceable, the remaining provisions of these Terms shall remain in full force and effect. Termination of these Terms shall not affect either Party’s accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

6.2. **Buyer Consent to Use Customer Proprietary Network Information (Not Applicable to Arizona Customers):** Buyer consents to the use and sharing of Customer Proprietary Network Information (“CPNI”) within the Verizon family of affiliates, and with third parties subject to non-disclosure protection, solely to offer current and future Verizon products and services. Verizon protects the confidentiality of CPNI, which is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of Buyer’s subscribed telecommunications and interconnected VoIP services, and related local and toll billing information. Buyer has the right to refuse this consent, and doing so will not affect any existing Services. Buyer may withdraw or limit its consent at any time via email at [cpni-notices@verizon.com](mailto:cpni-notices@verizon.com) and consent remains valid until updated by Buyer.

6.3. **Dispute Resolution:** If there is a dispute that arises under or relates to these Terms, the Parties agree to meet to attempt to resolve the matter within 30 days of the date when one of the Parties gives written notice informing the other of such a dispute. If the dispute is not resolved, the Parties agree to arbitrate the dispute. If a court rules that this arbitration requirement is unenforceable, or if a court proceeding is allowed instead of arbitration, the Parties agree to waive a jury trial. The Parties agree that (a) the Federal Arbitration Act, 9 USC §§1-16, as amended, shall govern this provision; (b) any arbitration shall be held before an independent arbitrator, governed and administered by JAMS in accordance with its Comprehensive Rules and Procedures or Streamlined Arbitration Rules and Procedures, as applicable; (c) the arbitrator shall issue a written opinion giving the reasons for any award; (d) the award shall be binding on both Parties with no right of appeal; and (e) no arbitration can be on a class basis or be joined or consolidated with another arbitration. If the prohibition in subsection (e) is found to be unenforceable, then neither of us shall be required to arbitrate. The arbitration requirements of this section will not apply if either Party faces an unauthorized disclosure of Confidential Information or an infringement of intellectual property, in which case either Party may seek preliminary and final injunctive relief.