



UK Framework Terms & Conditions for the Supply of EV Deliverables

1. WHAT WORDS MEAN

In addition to terms defined in the Sales Order and any Schedule, the following definitions and rules of interpretation apply in this Contract.

1.1 Definitions:

Affiliate: any entity that directly or indirectly Controls or is Controlled by Radius or is jointly Controlled with Radius.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 08:30 am to 5.00 pm on any Business Day.

Charges: any charges levied by Radius under the Contract, including the charges set out in the Sales Order.

Commencement Date: has the meaning given in clause 2.2.

Confidential Information: information of commercial, proprietary or other value disclosed by one party to the other party which is identified as confidential or might reasonably be considered to be confidential and that has not come into the public domain or been independently developed.

Contract: the contract between Radius and the Customer for the supply of the Deliverables as formed in accordance with clause 2.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and “**Controlled**” shall be construed accordingly.

Customer: the sole trader, company, partnership or limited liability partnership identified in the Sales Order who purchases the Deliverables from Radius.

Customer Default: has the meaning given in clause 3.3.

Data Protection Laws: means (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data, and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of Personal Data. The terms “**Personal Data**”, “**Process/Processing**”, “**Data Controller**”, “**Data Processor**” and “**Data Subject**” shall have the same meaning as in the Data Protection Laws.

Deliverables: the goods and/or services to be supplied by Radius to the Customer pursuant to this Contract, as identified in the Sales Order and more particularly described in the Schedule(s).



EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Force Majeure Event: an event, or a series of related events, that is outside the reasonable control of the party affected (including but not limited to, power failures, industrial disputes, changes to the law, pandemics, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

Initial Term: means the period set out as such in the Sales Order.

List Price: means the Charges for the Deliverables set out here: <https://www.radius.com/en-gb/ev-charging/software/plans-and-pricing/> which may be updated from time to time by Radius at its sole discretion.

Radius: means the entity supplying the Deliverables and named in the Sales Order..

Renewal Term: has the meaning given in each applicable Schedule.

Sales Order: the order form setting out Radius' quotation for the Deliverables and Charges.

Schedule: a Schedule to this Contract.

Term: has the meaning given in each applicable Schedule.

Terms & Conditions: these UK framework terms and conditions for the supply of EV Deliverables as amended from time to time in accordance with clause 20.1.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

- (a) A reference to a **clause** is a reference to a clause in the Terms & Conditions. A reference to a **paragraph** is a reference to a paragraph in a Schedule.
- (b) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.
- (c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (d) A reference to **writing** or **written** includes email but excludes fax.

2. BASIS OF CONTRACT

- 2.1 Signature of the Sales Order by the Customer constitutes an offer to purchase the Deliverables in accordance with these Terms & Conditions and the applicable Schedules.



- 2.2 The Sales Order shall only be deemed to be accepted by Radius when Radius issues written acceptance to the Customer in the form of the countersigned Sales Order, at which point and on which date the Contract shall come into existence (the “**Commencement Date**”).
- 2.3 The Contract shall commence on the Commencement Date for the applicable Term in respect of each Deliverable, subject to earlier termination in accordance with clause 9.
- 2.4 The Contract shall comprise the Sales Order, these Terms & Conditions and the relevant Schedule(s). If and to the extent of any conflict between such documents, the order of precedence (highest first) shall be:
- (a) the Sales Order; then
 - (b) these Terms & Conditions; then
 - (c) the Schedule(s).
- 2.5 These Terms & Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.6 Subject to clause 20.1, any variation to the Contract (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in signed writing by the parties’ duly authorised representatives.
3. WHAT THE CUSTOMER NEEDS TO DO
- 3.1 The Customer shall provide all necessary cooperation to enable Radius to supply the Deliverables. The Customer shall allow Radius (and any subcontractor of Radius) safe, free and uninterrupted access to its personnel, premises, electrical consumer unit and facilities to the extent necessary to fulfil supply of the Deliverables.
- 3.2 The Customer represents and warrants that:
- (a) it has full capacity and authority to enter into this Contract;
 - (b) it has obtained all necessary licences and consents for receipt and use of the Deliverables; and
 - (c) it will comply with all applicable laws in respect of its receipt and use of the Deliverables.



- 3.3 If Radius' performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"), without limiting or affecting any other right or remedy available to it:
- (a) Radius shall have the right to suspend provision of the Deliverables until the Customer:
 - (i) remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Radius' performance of any of its obligations; and
 - (ii) pays all the Charges in full (or any residual balance thereof if applicable);
 - (b) Radius shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Radius' failure or delay to perform any of its obligations under this Contract; and
 - (c) the Customer shall reimburse Radius on written demand for any reasonable costs or losses sustained or incurred by Radius arising directly or indirectly from the Customer Default.

WHAT RADIUS WILL DO

4. SUPPLY OF DELIVERABLES

- 4.1 Radius shall supply the Deliverables to the Customer:
- (a) in accordance with the Sales Order in all material respects;
 - (b) using reasonable care and skill;
 - (c) in accordance with generally recognised commercial practices and standards in the relevant industry; and
 - (d) in accordance with applicable law including safety standards.
- 4.2 Radius reserves the right to vary the Deliverables if necessary to comply with any applicable statutory or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Deliverables, and Radius shall notify the Customer in any such event.
- 4.3 Radius shall use reasonable endeavours to meet any delivery dates for the Deliverables specified in the Sales Order, but any such dates shall be estimates only and time shall not be of the essence for the supply of the Deliverables.



CHARGES

5. PAYING WHAT THE CUSTOMER OWES RADIUS

- 5.1 The Customer shall pay the Charges to Radius in accordance with this clause and as specified in the Sales Order and/or the Schedule(s). Unless otherwise specified in the Sales Order, payment of all amounts due shall be made by the Customer within 7 days of the date of invoice.
- 5.2 All Charges payable under the Contract are exclusive of all value-added and other taxes and duties applicable to the supply of the Deliverables.
- 5.3 The Customer shall pay each invoice submitted by Radius:
- (a) in full and in cleared funds to a bank account nominated in writing by Radius;
 - (b) without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.
- 5.4 The Charges stated in the Sales Order are based on legislation and regulations in force at the time the Sales Order is issued by Radius to the Customer. Where there is a change in any legislation or regulations after such date ("**Change in Law**"), Radius will be entitled to a fair and reasonable adjustment to the Charges to comply with such Change in Law.
- 5.5 Radius shall be entitled to increase transactional and periodically recurring Charges:
- (a) on 30 days' notice to pass-on any commensurate increase in charges levied by its suppliers and subcontractors if and to the extent directly applicable to this Contract; and
 - (b) upon expiry of the Initial Term or any Renewal Term so that the Charges are in accordance with the List Price.
 - (c) If the Customer continues to use the Deliverables following implementation of any increase in the charges, it will be deemed to have accepted the same.

6. WHAT HAPPENS IF THE CUSTOMER DOES NOT PAY RADIUS

- 6.1 If the Customer fails to make a payment due to Radius under the Contract on or before the due date then, without limiting its remedies under clause 9 and 11, Radius may:
- (a) charge the Customer interest on the overdue amount at the rate of 4% per year above the UK base rate of Barclays Bank Plc from time to time (which interest will accrue daily until the date of actual payment and be payable on demand) or claim interest and statutory



compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; and/or

- (b) at any time after the due date, without notice to the Customer, set off any liability of the Customer to Radius against any liability of Radius or an Affiliate to the Customer such as a deposit held by Radius or an Affiliate, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms & Conditions.

6.2 Any exercise by Radius of its rights under this clause 6 shall not limit or affect any other rights or remedies available to it under these Terms & Conditions or otherwise.

SAFEGUARDING DATA

7. KEEPING THINGS CONFIDENTIAL

7.1 The Customer and Radius agree that for the duration of this Contract and for a subsequent period of three years they will at all times keep any Confidential Information of the other party as confidential and shall not permit the same to be copied, used, disclosed or disposed of except in accordance with this Contract. The provisions of this clause 7 shall not apply to Confidential Information which is already in the public domain or becomes so at a future date other than by breach of this Contract or disclosures of Confidential Information that are:

- (a) required by law or regulation in response to a request from a law enforcement or regulatory body or authority;
- (b) made in connection with a court order or other similar demand;
- (c) made in connection with a contemplated merger, acquisition or similar transaction;
- (d) made to an Affiliate or company related to Radius; or
- (e) made to Radius' suppliers and subcontractors for provision of the Deliverables on behalf of Radius.

8. DATA PROTECTION

8.1 The Customer and Radius will each observe all provisions of the Data Protection Laws. This includes the obligation of the Customer to duly inform involved Data Subjects about the Processing of their Personal Data by Radius under the instruction of the Customer. The Customer acknowledges that it is their responsibility to conduct all relevant data privacy impact assessments



and to assure itself of the basis of its Processing of Personal Data and that its data protection policies are adequate.

- 8.2 The Customer and Radius acknowledge that, in respect of any Personal Data which Radius Processes on behalf of the Customer in connection with this Contract, the Customer shall be the Data Controller and Radius shall be the Data Processor.
- 8.3 Radius shall only collect, Process, store, and use Personal Data:
- (a) to the extent that such is necessary for the performance of the Contract and the improvement of the Deliverables;
 - (b) in accordance with the Customer's lawful, documented, and reasonable instructions (which shall, unless otherwise agreed, be to Process Personal Data to the extent that such is necessary for the performance of the Contract and the improvement of the Deliverables); or
 - (c) as required to comply with the Data Protection Laws.
- 8.4 Radius shall store the Personal Data in the UK or within a country to which the UK has granted a data adequacy decision, for example a European Union member state.
- 8.5 The Customer instructs Radius to collect, Process, store and use the Personal Data for the purpose as included under clause 8.3 above.
- 8.6 The Customer hereby consents to Radius' appointment of sub-processors who may from time to time be engaged by Radius in support of Radius' provision of the Deliverables to the Customer. Radius warrants that such third parties shall be legally bound to their respective obligations under the provisions of the Data Protection Laws as a Data Processor. Upon the Customer's written request which shall not be exercised more than once in any 12 month period, Radius shall notify the Customer:
- (a) of the identity of any subprocessor(s); and
 - (b) if any Processing is to take place outside of the United Kingdom or the European Economic Area.
- 8.7 The Customer may revoke its consent for the Processing of Personal Data in relation to this Contract at any time. Such revocation must be presented to Radius in writing and shall not affect the Contract and will leave the Customer's obligations (including payment obligations) under the Contract intact. The Customer acknowledges that, as a result of such revocation, Radius may not be able to provide the Deliverables.
- 8.8 Radius shall implement appropriate technical and organisational measures to protect any Personal Data collected under the Contract against accidental or unlawful destruction or accidental loss,



alteration, unauthorised disclosure or access and against all other unlawful forms of Processing. Having regard to the state of the art and the cost of their implementation, such measures shall provide a level of security appropriate to the risks represented by the Processing and the nature of the Personal Data to be protected.

8.9 Upon becoming aware of any unauthorised disclosure of Personal Data, Radius shall:

- (a) notify the Customer without undue delay; and
- (b) co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of that Personal Data breach.

8.10 Radius shall:

- (a) ensure that its employees who may have access to the Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
- (b) cease Processing the Personal Data within 120 days upon termination of the Contract or, if sooner, the Deliverables to which it relates and as soon as possible thereafter, either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contain; and
- (c) to the extent permitted by law, make available to the Customer such further information and (as applicable) co-operate in the conduct of any audit or review exercise, as the Customer may reasonably require to provide assurance that Radius is operating in compliance with the obligations set out in this clause 8, provided always that this requirement shall not oblige Radius to provide or permit access to information concerning:
 - (i) Radius internal pricing information; (ii) information relating to Radius' other customers (including any pricing information); (iii) any of Radius non-public external reports; (iv) any internal reports prepared by Radius; (v) any intellectual property rights of Radius; or (vi) any information which would infringe Data Protection Law. A maximum of one audit or review may be activated under this clause in any 12 month period provided always that the Customer and Radius shall (acting reasonably) agree a mutually convenient date for the audit or review to take place.

8.11 The Customer as Data Controller warrants that:

- (a) it has all authority and consents necessary to enable Radius to Process the Personal Data in accordance with the Data Protection Laws for the purposes of this Contract; and
- (b) it has complied with and shall, during the Contract, continue to comply with the obligations of a Data Controller under the Data Protection Laws.



- 8.12 The Customer shall indemnify Radius and keep Radius indemnified against all claims, demands, actions, proceedings, damages charges, costs and expenses which may be brought against Radius in respect of or in connection with a breach by the Customer of clause 8.11.
- 8.13 The Customer and Radius acknowledge that they have agreed that the Customer will respond to enquiries from Data Subjects, any governmental and/or judicial body concerning the Processing of Personal Data by Radius and that Radius will, upon request by the Customer, provide reasonable assistance to the Customer for these purposes.
- 8.14 The Annex to these Terms & Conditions sets out the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subject as required by Article 28(3) of UK GDPR or equivalent provisions of any Data Protection Laws. As between the Customer and Radius, nothing in the Annex confers any right or imposes any obligation on either the Customer or Radius.

ENDING THE CONTRACT

9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract in part or in whole with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 15 Business Days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 9.2 Without affecting any other right or remedy available to it, Radius may terminate the Contract with immediate effect, in whole or in part, by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.



10. CONSEQUENCES OF TERMINATION

- 10.1 On expiry or earlier termination of the Contract for any reason the Customer shall immediately pay to Radius all of Radius' outstanding unpaid invoices and interest and, in respect of the Deliverables supplied but for which no invoice has been submitted, Radius shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

IF SOMETHING GOES WRONG

11. SUSPENSION

- 11.1 Without affecting any other right or remedy available to it, Radius may suspend the supply of the Deliverables under the Contract or any other contract between the Customer and Radius if the Customer:
- (a) breaches any term of this Contract for example fails to pay any amount due under the Contract on the due date for payment; or
 - (b) the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d), or Radius reasonably believes that the Customer is about to become subject to any of them.

12. FORCE MAJEURE

- 12.1 If a party is prevented or delayed in the performance of any of its obligations under the Contract by a Force Majeure Event, then that party will be excused from the performance or punctual performance, as the case may be, of its obligation, to the extent that such Force Majeure Event continues and agrees to use reasonable endeavours to overcome or work around the Force Majeure Event so as to be able to perform its obligations under the Contract.

13. HOW TO CONTACT RADIUS WITH A COMPLAINT

- 13.1 If the Customer has a complaint about this Contract, it should promptly contact Radius' complaints team either:



- (a) via email at cs.charge@radius.com ; or
- (b) via telephone at the number available on Radius' website, and

Radius will acknowledge the receipt of the complaint within five Business Days and will respond to the complaint within 15 Business Days of receiving it. A full copy of Radius' complaints procedure is available on request.

14. LIMITATION OF LIABILITY

14.1 References to "liability" in this clause 14 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14.2 Nothing in the Contract shall be deemed to exclude or limit any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.3 Subject to clause 14.2 Radius shall not have liability under this Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; or
- (g) special, indirect or consequential loss.

14.4 Subject to clauses 14.2 and 14.3, Radius' maximum aggregate liability under the Contract for all claims or otherwise shall be limited to the higher of:

- (a) the Charges paid or to be paid by the Customer for the particular Deliverables which are the subject of the claim in the 12 months prior to the date on which the Customer's first claim arose; and
- (b) £10,000.



14.5 This clause 14 shall survive termination of the Contract.

EVERYTHING ELSE

15. TRANSFERRING TO ANOTHER PARTY

15.1 Radius may freely assign, transfer or subcontract its rights and obligations under the Contract without the Customer's consent.

15.2 The Customer may not without the prior written consent of Radius assign, transfer, charge, license or otherwise dispose of any of its rights or obligations under the Contract.

16. THIRD PARTIES' RIGHTS

16.1 Each Contract is made for the benefit of the Customer and Radius and is not intended to benefit any third party or be enforceable by any third party. The right of the Customer or Radius to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract is not subject to the consent of any third party.

17. NO PARTNERSHIP

17.1 The Contract does not:

- (a) set up any partnership, exclusive arrangement or joint venture between the parties; or
- (b) authorise either party to enter any commitments for, or on the behalf of, the other party.

18. NO WAIVER

18.1 No breach of any provision of the Contract will be waived except with the express written consent of the party not in breach.

18.2 Failure or delay by either the Customer or Radius in enforcing or partially enforcing any provision of these Contract will not be construed as a waiver of any of its rights under these Contract. Any waiver by one party of any breach of, or any default under, any provision of the Contract by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other Contract.

19. WHAT HAPPENS IF PART OF THE CONTRACT IS ILLEGAL, INVALID OR UNENFORCEABLE

19.1 If any provision of the Contract is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful



and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Customer and Radius, in which case the entirety of the relevant provision will be deemed to be deleted).

20. MAKING CHANGES TO THE CONTRACT

20.1 Radius shall be entitled to amend these Terms & Conditions and/or any applicable Schedule (including the addition of any new Schedules where required to reflect any new or amended Deliverables) by publication on www.radius.com , which amendments shall come into force on the date that the Customer is notified thereof and shall apply to all Contracts whether entered into before or after that date.

21. ENTIRE AGREEMENT

21.1 The Contract constitutes the entire agreement between the Customer and Radius in relation to its subject matter, and supersedes all previous agreements, arrangements and understandings between the Customer and Radius in respect of the Contract.

22. CHOICE OF LAW AND JURISDICTION

22.1 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the Customer and Radius submit to the exclusive jurisdiction of the English courts.



ANNEX: PERSONAL DATA

This Annex includes certain details of the Processing of Personal Data as required by Article 28(3) UK GDPR or equivalent provisions of any Data Protection Laws.

Subject matter and duration of the Processing of the Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the Contract.

The nature and purpose of the Processing of the Personal Data

The nature and purpose of the Processing of the Personal Data are set out in the Contract.

The types of the Personal Data to be Processed

Names and business contact details of the Customer's employees, plus any other Personal Data specified in an applicable Schedule, as relevant to the provision of the Deliverables.

The categories of Data Subject to whom the Personal Data relates

Customer's employees as relevant to the provision of the Deliverables.

The obligations and rights of the Data Controller

The obligations and rights of the Data Controller are set out in the Contract.