



Purchase Terms and Conditions

Revised: August 28, 2019

For Greenspot's Private Developments with Site Host(s). *** These Terms and Conditions only apply to private individuals, corporations, entities or alike who contract with Greenspot to install Electric Vehicle Charging Stations on their property.

1. Placement of Orders.

1.1. Purchase of Charging Station(s).

These Purchase Terms and Conditions ("Terms") govern the written and signed proposal ("Accepted Purchase Order" also known as "Agreement") separately entered into by Site Host and Greenspot (collectively known as the parties). The Accepted Purchase Order shall specify the number and model of Charging Station(s) purchased, the requested delivery schedule (which, absent an agreement between the parties, shall depend on when the Site Host completes the Corresponding State Specific Grant Distributor's Grant Application), any extended Warranty being purchased and that Site Host's purchase of Charging Station(s) is subject to all of the terms and conditions contained in the Accepted Purchase Order and in these Terms. Any additional printed terms and conditions issued by Site Host shall be of no force or effect unless the parties hereto agree in writing, in advance, to accept such terms and conditions.

1.2. Acceptance of Purchase Order and Formation of a Valid Contract.

A Purchase Order signed by Site Host and Greenspot, and dated form a valid and binding contract between Greenspot and Site Host. All Purchase Orders and modifications to Purchase Orders are subject to acceptance or rejection by Greenspot in its sole discretion. No Proposal shall be binding upon Greenspot unless and until so accepted and signed in writing by Greenspot. Any Proposal accepted by Greenspot is referred to in these Terms as, an "Accepted Purchase Order." Accepted Purchase Orders are non-cancelable, non-returnable and non-refundable subject to corresponding State Specific Grant Distributor Terms & Conditions.

1.3. Refusal of Purchase Orders.

Greenspot may withhold shipments to Site Host if Site Host has exceeded its applicable credit limit, if any, and not provided for prepayment, is in violation of its payment obligations or otherwise is in material breach of these Terms.

1.4. Duration of Agreement and Exclusivity.

The Agreement between the Parties shall last according to the Accepted Purchase Order. Parties agree that Greenspot shall be the exclusive Charging Solution provider for Site Host as indicated in the Accepted Purchase Order for the duration of the Agreement.

1.5. Shared Mobility.

Greenspot shall incorporate Shared Mobility Service(s) at Site Host's location, on the condition that Site Host agrees to include shared mobility service(s) at the Site Host's location, and Greenspot determines it is economically viable to incorporate shared mobility service(s). Shared mobility shall include, but is not limited to, electric vehicle car sharing, electric scooter sharing, or electric bicycle sharing.

A Third-Party company may supply the Shared Mobility Service(s) at the Site Host's location through partnerships with Greenspot. Site Host shall be responsible for providing the location for a Shared Mobility Service(s). Site Host may receive profits or revenue generated from Greenspot or Third-Party Company in exchange for providing the Site Host's location or from the Shared Mobility Service(s) itself.

Greenspot shall have no liability for the activities of any third-party company providing Shared Mobility Service(s) or for the acts or omissions of any persons operating vehicles at Site Host's location. Site Host is solely responsible for ensuring that it has adequate insurance in place to protect it from the activities involved in Shared Mobility Service(s) and Site Host agrees that Greenspot shall have no liability to Site Host for any such activities.

2. Delivery.



2.1. Transfer of Title.

Site Host shall own the Charging Station(s) upon delivery of the Charging Station(s) to Site Host. Risk of loss and damage to the Charging Station(s) shall pass to Site Host upon the delivery of such Charging Station(s) to Site Host. Greenspot shall use commercially reasonable efforts to deliver Charging Station(s) ordered by Site Host on the scheduled delivery date, but shall not be liable to Site Host if it is unable to do so. All claims for non-conforming shipments must be made in writing to Greenspot within five (5) days of delivery. Any claims not made within such period shall be deemed waived and released.

2.2. Substitutions.

Greenspot shall have the right to make substitutions and modifications to Charging Station(s) and in the specifications of Charging Station(s) to be delivered under the terms of any applicable Accepted Purchase Order, provided that such substitutions or modifications will not materially affect overall Charging Station(s) form, fit, function or safety specifications.

3. Invoicing and Payment.

3.1. Invoice for Maintenance and Management Services.

Unless the Parties have agreed to annual or lumpsum billing, Greenspot shall invoice Site Host on a monthly basis for the monthly "Maintenance/Software/Station Management" fee ("Maintenance Fee") for the maintenance and management services ("Maintenance Services") provided by Greenspot for the hardware and software purchased by Site Host.

3.2. Payment Terms.

SITE HOST PAYMENT. SITE HOST SHALL PAY GREENSPOT ACCORDING TO THE TERMS LISTED IN THE ACCEPTED PURCHASE ORDER. Any subsequent payments during the term of the Site Host's Agreement shall be paid according to Accepted Purchase Order, these terms and upon receipt of an invoice from Greenspot. All invoices shall be paid within thirty (30) days of Site Host's receipt thereof. Site Host shall remit payment to Greenspot, at Site Host's option (i) via wire or ACH transfer to an account designated by Greenspot in writing from time to time or (ii) by check, made out to Greenspot JC, LLC.

3.3. Pricing.

Greenspot reserves the right to increase the cost of the monthly "Maintenance/Software/Station Management" service as indicated on the Accepted Purchase Order.

3.4. Taxes, Duties, Etc.

All amounts due to Greenspot under these Terms and/or any applicable purchase order are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States or any foreign, state or local governmental entity or instrumentality thereof on the purchase, shipment, use or sale of the Charging Station(s) by or to Site Host, other than taxes measured by Greenspot's income, corporate franchise, or personal property ownership. Where applicable, Greenspot shall invoice Site Host for the full amount of such taxes and shall include such amount as a separate line item on the invoice(s) sent to the Site Host; provided that, Greenspot's failure to so bill the Site Host shall not relieve Site Host from the obligation to pay any Tax described in this Section 3.4.

3.5. Fees from Charging Station(s).

Greenspot shall collect all fees from each charging session. Greenspot shall be entitled to deduct a Transaction Fee equal to 10% of the total fees for each charging session, payment of which shall be automatically retained by Greenspot from the charging session fees. Greenspot shall pay the charging session fees, less the Transaction Fee, to Site Host on a quarterly basis via [ACH].

3.6. All Orders Subject to Credit Approval.



All orders are subject to credit approval by Greenspot. The amount of credit or terms of payment may be changed or credit withdrawn by Greenspot in its reasonable discretion without advance notice. Greenspot may, in its discretion, withhold further manufacture, performance or shipment; require immediate cash payments for past and future shipments or performance; or require other security satisfactory to Greenspot before further manufacture, performance or shipment is made; and may, if shipment has been made, recover the goods from the Site Host pending receipt of such assurances.

3.7. Disputes.

In the event Site Host disputes any portion or all of an Invoice, Site Host shall notify Greenspot in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the Invoice. The undisputed portion shall be paid when due, and finance charges on any unpaid portion shall accrue from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Greenspot.

3.8. Remedies upon Payment Default.

Upon Site Host's default of these terms, Greenspot may, in addition to any other rights or remedies it may have at law or otherwise, subject to any cure rights of Site Host, declare the entire balance of Site Host's account immediately due and payable. If any unpaid balance is referred for collection, Site Host agrees to pay Greenspot, to the extent permitted by law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, play any court costs or expenses incurred by Greenspot, and any finance charges accrued on any unpaid balance owed by Site Host.

3.9. Suspended Shipments.

Greenspot reserves the right to suspend further shipments of goods if Site Host is over thirty (30) days late in payment of an undisputed Invoice. Greenspot reserves the right to terminate the order if Site Host is over sixty (60) days late in payment of an undisputed Invoice.

4. Installation, Maintenance, Software, and Management of Station(s).

4.1. Service Provider.

Greenspot shall be responsible for arranging for the installation and provisioning of the Charging Station(s). Greenspot shall have sole discretion to select who installs and repairs the Charging Station(s) for the Site Host.

4.2. Permits.

Greenspot shall be responsible for obtaining the necessary permits to install Site Host's Electric Vehicle Charging Station(s) on behalf of Site Host unless otherwise deemed necessary. Site Host shall assist Greenspot as needed in obtaining necessary permits and Site Host shall be responsible for the cost of such permits.

4.3. Access to Site Host's Location.

Site Host agrees to allow Greenspot and any Greenspot's affiliates access to Site Host's location for installation and repair(s) of Site Host's Charging Station(s).

4.4. Disruption of Site Host's Location.

Site Host acknowledges and accepts that Site Host's location may be temporarily disrupted during installation and repair(s) of Site Host's Charging Station(s).

4.5. Protection and Security of Site Host's Location.

Site Host is responsible for and agrees to provide the necessary security of the Site Host's location during installation and repairs of the Charging Station(s).

4.6. Maintenance of Site Host's Charging Station(s).



Greenspot shall maintain the Site Host's Charging Station(s) for the duration of their Agreement. In the event a Charging Station(s) component is damaged, Site Host shall notify Greenspot in writing that there is an issue. Once Greenspot determines the extent of the issue with the Site Host's Charging Station(s), Greenspot shall send Site Host an invoice indicating the needed parts/service/maintenance of the Charging Station(s). Should the invoice include the need for parts, Site Host shall have thirty (30) days to pay Greenspot for the cost of the parts. Upon receipt of payment, Greenspot shall order the necessary parts for service and repair the Charging Station(s) within a reasonable amount of time. Site Host shall be responsible for the cost of the parts needed for the Charging Station(s) and Greenspot shall be responsible for labor costs associated with the service and repair, however, if the damage to the Charging Station(s) is determined by Greenspot in its reasonable discretion to be due to abuse or intentional damage, then Site Host shall be responsible for the labor costs associated with the service and repair.

Site Host shall be responsible for keeping the Charging Station(s) clear of any obstruction including but not limited to snow and any other debris which might obstruct a Charging Station from being utilized

4.7. Software ("Mobile Application") and Station(s) Management of Site Host's Charging Stations.

Greenspot's Mobile Application provides Site Host with detailed information, including but not limited to, Charging Stations utilization information, allowing end users of Site Host's Location to access the Charging Station(s) to charge their vehicles, and end users to pay for Charging Services. Greenspot shall have the right to add and remove services and information on the Mobile Application according to Greenspot's own reasonable business judgment.

5. Termination.

5.1. Termination for Cause.

Either Party shall have the right to terminate this Agreement, for cause upon three (3) days prior written notice of termination to other Party, neither party shall owe the other any fee because of such early termination.

5.2. Termination for Convenience of "Maintenance/Software/Station Management" Recurring Charge.

Greenspot shall provide "Maintenance/Software/Station Management" as indicated in the Accepted Purchase Order for the duration of the Agreement in exchange for either a one-time payment made upon the signing of the Proposal and delivery of the Charging Station(s), monthly payments by Site Host to Greenspot or a combination of an lump-sum upfront payment and monthly payments owed to Greenspot. The Agreement between the Parties will automatically renew following the initial Agreement term, subject to either Party terminating for convenience on thirty (30) days written notice after the initial Agreement term. FOLLOWING THE INITIAL AGREEMENT ANNIVERSARY, UNLESS SITE HOST PAYS GREENSPOT UPFRONT FOR THE SUBSEQUENT "MAINTENANCE/SOFTWARE/STATION MANAGEMENT" SERVICE, THE SERVICE WILL BE CHARGED MONTHLY AND SITE HOST SHALL RECEIVE AND PAY A MONTHLY INVOICE FOR THE SERVICE.

6. Warranties/Limitation of Liability.

6.1. Charging Station(s) Warranty.

The Charging Station(s) is covered under warranty by the terms of the corresponding Charging Station(s) hardware provider that Greenspot installs for the Site Host, subject to the Charging Station hardware provider having their warranty. Greenspot does not offer a separate warranty on the Charging Station(s). Should Site's Host's Charging Station(s) need repair, Site Host shall be obligated for the cost of parts and Greenspot shall cover the cost of repairs according to the "Maintenance/Software/Station Management" program offered by Greenspot, subject to the Charging Station(s) damage resulting from Site Host's or Site Host's affiliates abuse or intentional damage.

Depending on the level of repair needed, Greenspot shall have the right to determine, after the initial Agreement term, if repairing the Charging Station(s) is cost feasible compared to offering the Site Host the option to purchase an entirely new Charging Station. Greenspot shall not be required to service the Site Host's existing Charging Station, should the cost of purchasing an entirely new Charging Station cost less than repairing the existing Charging Station.

6.2. Greenspot's "Maintenance/Software/Station Management" Warranty and Mobile Application Updates.



Greenspot's Mobile Application will receive occasional updates throughout the term of the Agreement. Site Host and end users are responsible for obtaining the cell phone network data necessary to use the Mobile Application. Greenspot is not responsible for your mobile network's data and messaging rates and fees for accessing or using Greenspot's Mobile Application. Site Host and end users are responsible for acquiring and updating compatible hardware or devices necessary to access and use Greenspot's Mobile Application and any updates thereto. Greenspot does not guarantee that the Mobile Application, or any portion thereof, will function on any particular hardware or devices. In addition, the Mobile Application may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

6.3. Disclaimer of Warranties.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, GREENSPOT MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATION(S), WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. GREENSPOT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATION(S), MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GREENSPOT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF CHARGING STATION(S).

6.4. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, IN NO EVENT SHALL GREENSPOT BE LIABLE TO SITE HOST FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SITE HOST'S SOLE REMEDY FOR ANY BREACH BY GREENSPOT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT GREENSPOT'S OPTION, REPAIR OR REPLACEMENT OF THOSE CHARGING STATION(S) TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY GREENSPOT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING CHARGING STATION(S).

6.5. Indemnification.

SITE HOST SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GREENSPOT FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, JUDGMENTS, LIABILITIES, AWARDS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES AND COSTS OF SUIT) ARISING OUT OF RELATING TO SITE HOST'S OR ANY THIRD PARTY'S USE OF THE CHARGING STATION(S).

6.6. Exclusive Remedies.

THE REMEDIES CONTAINED IN SECTION 5 ARE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES SITE HOST MAY HAVE AGAINST GREENSPOT WITH RESPECT TO NONCONFORMANCE OF THE CHARGING STATION(S).

7. Attorneys' Fees, Additional Information.

7.1. Attorney's Fees.

If any action at law or in equity is necessary to enforce these Terms, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the prevailing party is otherwise entitled.

7.2. Corresponding State Specific Grant Distributor Terms & Conditions.

Site Host agrees to abide by all the Corresponding State Specific Grant Distributor's terms and conditions which Site Host utilizes to reduce the price of the Charging Station(s) for the Site Host.

7.3. Charging Station Sponsorship Advertisements.

Greenspot shall have the right to place third-party advertisements on Site Host's Charging Station(s) while these Terms remain in effect.



7.4. Data from Charging Station(s).

Greenspot shall own all rights, title and interest in and to all Charging Station(s) Data collected from the use of the Charging Station(s). Site Host shall have the right to request access to specific anonymized Charging Station(s) Data. Greenspot and Site Host shall also share anonymized Charging Station(s) Data according to Corresponding State Specific Grant Distributor terms & conditions.

7.5. Force Majeure.

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party.

7.6. Waiver.

The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

7.7. Severability.

In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

7.8. Assignment.

The rights and liabilities of the parties hereto shall bind and inure to the benefit of each party's successors and assigns provided, however, that neither Greenspot nor Site Host may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Site Host and Greenspot shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, "Acquisition Transactions"); and provided further, however, that notwithstanding any Acquisition Transaction, Site Host shall not assign these Terms to any competitor of Greenspot without Greenspot's prior written consent, which may be withheld in its sole discretion. Any attempted assignment in violation of this provision shall be void.

7.9. Notice.

Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, or courier addressed to such other party or delivered to the address for each party set forth below their respective signatures, or email address or office address as may be given from time to time by either of the parties.

7.10. Controlling Law.

These Terms shall be governed in all respects by the laws of the State of New Jersey, exclusive of conflicts of law principles.

7.11. Jurisdiction.

Each party hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts court located in Hudson County, New Jersey and waives any objections thereto.

Each party hereby irrevocably waives any objection or defense which such Party may now or hereafter have of improper venue, forum non conveniens or lack of personal jurisdiction.

7.12. Waiver of Jury Trial.



Each party hereby expressly and irrevocably waives any right to a trial by jury.

7.13. Entire Agreement.

These Terms and the attachments hereto constitute the entire agreement between the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. Greenspot shall have the right to modify these terms. The revised Terms will be reflected by the "revised date" above.