

Vehicle Importer Terms and Agreement Form

This document outlines the Terms applicable to an Electric Vehicle Importer (the “Importer”) wishing to participate in SEAI’s Electric Vehicle Grant Scheme (the “Scheme”). The term Electric Vehicle is used to imply both Battery Electric Vehicles and Plug-In Hybrid Electric Vehicles.

Importers wishing to participate in the Scheme must read each of the Terms included in this document then complete, sign and return the form to the following address:

EV Grant Scheme Coordinator
Sustainable Energy Authority of Ireland
3 Park Place
Hatch Street Upper
Dublin 2
Ireland

A scanned copy of this document together with electronic copies of the supplementary documentation may be emailed to:

evgrantscheme@seai.ie

Declaration:

I _____ (Name) of _____ (the “Company”) wish to apply for the Company to be included on the Registered List of Importers for the Electric Vehicle Grant Scheme (the “Scheme”). I confirm that I have reviewed and accept the following Terms and Conditions and that I will comply with these Terms and Conditions.

- 1) I accept that if Company engages in fraudulent, anti competitive or inappropriate behaviour in relation to the Scheme, it may result in the Company’s removal from the Registered Vehicle Importer List. I also accept that any failure to comply with these Terms and Conditions may result in SEAI removing the Company from the Registered Vehicle Importer List.
- 2) I undertake to furnish SEAI with a valid tax clearance certificate (“TCC”) and I attach a valid TCC. I accept that failure to furnish SEAI with a valid TCC shall result in the Company’s removal from the Registered Vehicle Importer List.
- 3) I undertake to maintain in place up to date Public and Products Liability, and where applicable Employers Liability Insurance each year that the Company is included on the Registered Vehicle Importer List. I attach insurance certificates from to this effect. I accept that failure to furnish SEAI with valid insurance certificates may result in the Company’s removal from the Registered Vehicle Importer List.
- 4) I undertake to possess and provide evidence of the Company’s authorised status from the Vehicle Manufacturer to import and trade only the vehicle types produced by that Manufacturer. This documentation is dated and valid to include trading at present. I undertake

to inform SEAI immediately if any change in status of this authorisation occurs. I accept that failure to do so may result in the Company's (and consequently vehicle type) deregistration from the Registered Vehicle Importer List. I undertake to inform SEAI at the earliest moment of any financial conditions or other conditions (e.g. Force Majeure) which may impair the Company's ability to trade vehicles.

- 5) I undertake, following registration on the Vehicle Importer List, to submit vehicle types to SEAI for approval and registration using the Vehicle Registration Form.
- 6) I agree to be bound by the conditions for de-registering vehicles as described in the Vehicle Registration Form and specifically notify SEAI of any safety or performance or Vehicle Approval Certification issues related to a registered vehicle.
- 7) I agree to issue SEAI with a List Price equivalent to that provided to the Revenue Commissioners each time price changes are applied to each vehicle type. The applicable grant amount will be calculated from this list automatically and will become live at the time it is updated on SEAI's website. Grant amounts will be fixed at the point at which Grant Approvals are made therefore subsequent changes in List Price before delivery of the vehicle will not be reflected in the grant amount to the Dealer.
- 8) I undertake, following registration on the Vehicle Importer List, to submit a list of approved authorised Dealers to SEAI for admittance to the Scheme and to inform SEAI of any changes to this list as the Scheme progresses.
- 9) I accept that SEAI will publish the authorised Dealers contact details on SEAI's Website.
- 10) I undertake to maintain proper documentation for each vehicle sold.
- 11) I undertake to resolve all customer issues or disputes in a lawful and professional manner and in accordance with any stated company policies.
- 12) I accept that these Terms and Conditions may be updated from time to time on the SEAI website and these updated Terms and Conditions shall apply to the Company with immediate effect.
- 13) I undertake to enter all data correctly and to alert SEAI immediately to any errors in information.
- 14) I agree to allow SEAI or its agents access to any relevant records relating to vehicle orders or deliveries and to permit direct access to such related information as may be held by external parties such as the Vehicle Manufacturer, the Revenue Commissioners or the Driver and Vehicle Licensing Computer Services Department of the Department of Transport.
- 15) I accept that Importers of vehicles incorporating batteries (as well as the importation of any "stand alone" or replacement batteries) must comply with the requirements of S.I. No. 268 of 2008 Waste Management (Batteries and Accumulators) Regulations and I therefore undertake to provide a copy of the current Producer Certificate of Registration as issued by WEEE Register Society Limited to SEAI for confirmation.
- 16) I accept that Vehicle Importers (Producers) must comply with S.I. No. 282 of 2006 Waste Management (End-of-Life Vehicles) Regulations 2006 as amended by the Waste Management (End-of-Life Vehicles) (Amendment) Regulations 2010 (S.I. No. 142 of 2010) and ensure that I am registered with each Local Authority. However, in accordance with Articles 9(12) and 11(8) of the End-of-Life Vehicle Regulations, Importers with a turnover of less than or equal to €1million and with vehicle sales of less than 10 in the preceding year may register with a **single** Local Authority but must have a Partner Agreement in place to manage End-of-Life Vehicles and in such case I will provide evidence to SEAI of such an Agreement.

- 17) I accept that if the Company wishes to be registered as a vehicle Dealer, it must register separately in accordance with the Dealer Registration process.
- 18) I accept that SEAI may share submitted data with other state agencies who are also subject to the Freedom of Information Act 1997 (as amended) such as NSAI, EPA, Revenue Commissioners for the purpose of confirming details provided.
- 19) I agree to indemnify SEAI and keep SEAI indemnified from and against any losses, liabilities, demands, costs, damages, claims and expenses (including, without limitation, legal costs and expenses) awarded against or suffered, incurred or paid by SEAI which arise out of, or are consequential upon or connected with a claim made against SEAI relating to the Company's acts or omissions in relation to the Scheme.
- 20) I agree that any dispute between the Company and SEAI in relation to any matter in connection with the Scheme shall in the first instance be discussed between us with a view to finding a resolution. I agree that if the discussion between the Company and SEAI fails, the dispute may be referred by either of the parties to an independent mediator, accredited by the Centre for Effective Dispute Resolution and appointed, in the absence of agreement between the parties, by the Chairman (or his or her deputy) of the Irish Commercial Mediation Association. Any mediation shall take place in Dublin, Ireland at a venue chosen by the mediator. The appointed mediator will seek to mediate a resolution of the dispute.
- 21) I agree that if the dispute between myself and SEAI is not resolved in accordance with clause 19, the dispute may then be referred by either party to arbitration under the Arbitration Rules and Procedures of the Chartered Institute of Arbitrators Irish Branch and, in the absence of agreement, either party can apply to the Chartered Institute of Arbitrators Irish Branch to have such an arbitrator appointed.

Documents to be Submitted and Included in Response	Document Included
Evidence of licence, authorisation or agreement to import and trade vehicles as supplied by a Vehicle Manufacturer	Y/N?
Tax Clearance Certificate or Number	Y/N?
Insurance Certificates	Y/N?
Battery Regulations – Please provide copy of your Producer Certificate of Registration for batteries as issued by WEEE Register Society Limited	Y/N?
End of Life Vehicle Regulations - for Importers with a turnover < €1m and not already registered nationwide with local authorities, please provide a copy of the Agreement with Partner to manage End of Life Vehicles as per Articles 9(12) and 11(8) of the End-of-Life Vehicle Regulations	Y/N?
Current List of Authorised Dealer(s) (with names, addresses and contact details for SEAI communication)	Y/N?
Current Price List for Vehicles	Y/N?

I have read, understand and agree to strictly adhere to the Scheme Terms and Conditions and that failure to do so may result in **my company's name and products being disqualified from the Scheme.**

Signatory (authorised to sign on behalf of the Company):	Company Name:
Print Name:	Company Address:
Date:	Company Stamp:

Annex 1 - Criteria for Registration of Vehicles

The section below lists the three requirements which must be met in order to register an Electric Vehicle type with SEAI's EV Grant Scheme.

1) Vehicle Registration Form

The Vehicle Registration Form must be submitted in full with copies of all supplementary Vehicle Certificates and Reports. In addition all requests for additional information or clarifications related to the submitted details must be facilitated.

The table below lists the main performance assessment criteria for EVs.

Criteria	Requirement	Supporting Evidence
Vehicle Type	M1 - Passenger vehicles must meet the M1 classification as defined under the European Whole Type Approval Process	<ul style="list-style-type: none"> • Certificate of Conformity • Manufacturer's data
	N1 - Passenger Derivative Light Commercial vehicles must meet the N1 classification as defined under the European Whole Type Approval Process where Gross Vehicle Weight does not exceed 3,500kg mass	<ul style="list-style-type: none"> • Certificate of Conformity • Manufacturer's data
	L1e-B - Two-wheel vehicles with a maximum design speed of not more than 45 km/h and characterised by an engine whose: Equivalent cylinder capacity not exceeding 50cc in the case of the internal combustion, or maximum continuous rated electric motor power of no more than 4 kW. Not a pedal assisted powered cycle	<ul style="list-style-type: none"> • Certificate of Conformity • Manufacturer's data
	L3e - Two-wheeled vehicles with an equivalent engine cylinder capacity in the case of a thermic engine exceeding 50cm ³ with a maximum speed exceeding 45km/h	<ul style="list-style-type: none"> • Certificate of Conformity • Manufacturer's data
Tailpipe CO2 Emissions (WLTP)	BEV = 0g/km	<ul style="list-style-type: none"> • UN ECE 101 Report
Vehicle Warranty	3 years or 100,000km (M1, N1) 2 years or 50,000km (L1, L3)	<ul style="list-style-type: none"> • Manufacturer's data
Battery Warranty	5 years or 100,000 km (M1, N1) 3 years or 50,000km (L1, L3)	<ul style="list-style-type: none"> • Manufacturer's data

Document Control

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Author	Conor Edgely
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