

# **Terms and conditions**

Buying and installing charging stations

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**VATTENFALL**

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**InCharge**

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## Buying and installing charging stations

Welcome to Vattenfall InCharge. We want to provide you with the best possible service. That also means being clear about your rights and obligations. That's why you'll find all terms and conditions listed here. Together, these form our Agreement.

## InCharge

### Article 1. General

- 1.1. These general terms and conditions apply to the sale, delivery, and installation of charging stations for electric vehicles by or on behalf of Vattenfall Customers & Solutions Netherlands N.V. (hereinafter: Vattenfall InCharge). Dutch law applies to these conditions.
- 1.2. Unless otherwise agreed, we supply a charging station including installation. In the quotation or your contract (or contract confirmation), you will find more details about:
  - 1.2.1. The make and type of charging station, as well as specifications
  - 1.2.2. The installation work that you have us carry out
- 1.3. If there are contradictions between the agreed quotation or contract (or contract confirmation) and the general terms and conditions, the contract is followed.
- 1.4. Definitions in these terms and conditions:
  - 1.4.1. **E-mobility service provider (EMSP):** Provides e-mobility services to the EV driver, including access to the charging station via an identifier.
  - 1.4.2. **Identifier:** An identifier with a unique number that is used by the EMSP is delivered to the EV driver. This number is used for authentication and authorization. This can be, for example, a charging card, charge drop, or identification by mobile phone.
  - 1.4.3. **Charging station:** An electrical device for charging electric vehicles. A charging station can have 1 or more charging points on which an electric vehicle is connected.
  - 1.4.4. **Charge Point Operator (CPO):** Provider of services related to connecting and managing charging stations via a platform.
  - 1.4.5. **My InCharge portal:** Online environment that provides access to statistics and management tools for charging stations and identifiers.
  - 1.4.6. **Agreement:** Your quotation or contract (or contract confirmation) on which the services and products are indicated that we supply in combination with this Terms and Conditions.
  - 1.4.7. **Inspection:** An inspection by/on behalf of Vattenfall InCharge whereby the technical installation options and the required work for installing a charging station are carried out. This one inspection can be performed on site or remotely.
  - 1.4.8. **Vattenfall InCharge platform:** The online platform through which Vattenfall InCharge charging stations can be connected and managed.
  - 1.4.9. **Vattenfall InCharge smart subscription:** Combination of services that ensure that the charging station connects to the Vattenfall InCharge platform so that the charging station can be managed, and that there is access to the charging sessions and remote assistance provided in the event of a failure.
- 1.5. Vattenfall InCharge's responsibilities
  - 1.5.1. Delivery of the charging station in accordance with specifications and technical requirements.
  - 1.5.2. If agreed, the installation of the charging station in accordance with technical requirements.
  - 1.5.3. Offering a guarantee on the charging station and – if applicable – on the installation thereof.
- 1.6. The responsibilities you have as a buyer of the charging station and installation:
  - 1.6.1. Reading these general terms and conditions carefully and holding to them.
  - 1.6.2. Properly describing where you want charging stations so that we know where and how we will install your charging stations.
  - 1.6.3. That you use the Charging Station only for charging electric cars.
  - 1.6.4. That you do your best to prevent damage and destruction.
  - 1.6.5. That you report malfunctions or defects to us as soon as possible.

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- 1.6.6.** That the Charging Station is located in a place where mobile networks and internet work well.
- 1.6.7.** We advise you to insure the charging station against damage.

### **Article 2. The installation work**

- 2.1.** If agreed in the quotation or your contract (or contract confirmation), Vattenfall InCharge's installation work for the charging stations as specified in the agreement is included. In the case of a home charging station, the installation is always part of the package that Vattenfall InCharge offers.
- 2.2.** Vattenfall InCharge has the option to carry out the installation work performed by a third party. This is always a certified installation company that carries out the work in accordance with all applicable performance standards (such as NEN 3140, NEN1010, VCA, and using certified electricians).
- 2.3.** The agreed installation work is finished when we have reported it to you and you accept it by signing the delivery document on location.
- 2.4.** You must do the following to ensure that we can install the charging station:
  - 2.4.1.** Before we come by for the installation, we will discuss with you remotely installation specifications. If the situation is too complicated to assess remotely, then we'll make an appointment for an inspection on location. We can charge you the costs for this.
  - 2.4.2.** We determine the location of the charging station in consultation with you or the user. We also determine together the way in which we install the charging station, as long as this method complies with the applicable legal installation regulations (such as the building decree) and the installation instructions from the manufacturer.
  - 2.4.3.** If you cancel the physical inspection or installation less than 48 hours in advance, we may charge a fee for this.
  - 2.4.4.** During the installation, you ensure that the technician has access to your property, home/business premises, and the meter cupboard to ensure the work required for the installation of the Charging Station is able to be performed. The meter box must be free of obstacles and accessible in order to perform electrical work.
  - 2.4.5.** If specific (building) permits are required for the installation, you must obtain and pay the costs for obtaining these yourself, unless otherwise agreed. If the correct permits are not present on the planned installation date, the installation work cannot start. Possible costs such as call-out costs can in that case be charged to you.
  - 2.4.6.** Make sure the meter box is free of obstacles and accessible to carry out electrical work.
  - 2.4.7.** Are cables going through the crawl space? Then also make sure that the crawl space is freely accessible and that there is no water in it. Please note that we do not work in crawl spaces with chemical spray insulation or chemical pellets
  - 2.4.8.** You ensure that the place where your charging station is installed is accessible and ready for installation.
  - 2.4.9.** You ensure that the electrical installation works safely and is permanently powered. You should take into account that during installation, we switch off the power completely.
  - 2.4.10.** If you have not ensured that we can install the charging station, we have the right to postpone the installation until installation is possible. In that case, you pay the call-out costs yourself.
  - 2.4.11.** During the installation we expect that you or another authorised representative is physically or by telephone available for answering any questions.
  - 2.4.12.** We do our best to complete the installation within the time agreed with you. But we are not liable for any damage as a result from a failed installation.

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- 2.4.13.** After installation, we will check whether your charging station works and explain the operation of the charging station.
- 2.4.14.** We only install on private property, not on public property. If you want to install a charging station on public property, request permission from your municipality.
- 2.5.** It is possible that the installer may disconnect an unsafe connection or electrical installation, or encounters another unsafe situation during the installation. In that case, the mechanic will look for a suitable solution in consultation with you before resuming installation work. It is important that the technician does not resume installation work until the situation is safe and complies with the relevant (electrical) technical and health and safety standards. It is possible that you pay additional costs related to this yourself.
- 2.6.** If the technician determines that additional work is required for the installation of the Charging Pole or if the installation cannot be carried out within the framework of the standard installation specified in the quotation or contract (confirmation), additional costs will be incurred for work and installation materials. This will be discussed with you in advance. You will receive the bill for this afterwards, together with the bill for the main work.
- 2.7.** If additional work is required, you will pay any additional costs for this yourself. We will send an invoice for the extra work afterwards, together with the invoice for the standard activities.
- 2.8.** The following applies to commercial installations at commercial locations:
  - 2.8.1.** If you choose to install and connect the charging station yourself or that it be performed by another party, we do not guarantee the correct or safe operation of the charging station.
  - 2.8.2.** If you choose to enable Vattenfall InCharge only for the connection of the charging station to an existing installation, Vattenfall InCharge is not responsible for damage to the charging station or existing installation caused by the existing installation.

### Article 3. The charging station

- 3.1.** The charging station you have chosen is a smart charging station. This means that the charging station must be connected with the Vattenfall InCharge platform (or a platform from another charging station provider) to work fully.
  - 3.1.1.** Once connected to the Vattenfall InCharge platform, we can collect data from charging sessions, and remotely install software updates. Connecting the charging station to the platform and additional services are included in the Vattenfall InCharge smart subscription. Specific rates and conditions apply to the Vattenfall InCharge smart subscription, these can be found via the website.
  - 3.1.2.** If you want to connect the charging station with the platform of another charging station provider, make sure that the provider supports the charging station software.
- 3.2.** The maximum charging speed of your charging station in kilowatt-hours of electricity depends on the settings of your charging station and whether your car limits the charging speed. The settings of your charging station are based on your electrical installation and the car you want to charge. In any case, we try to achieve the highest possible charging speed without overloading your connection. The following four factors affect your actual power capacity:
  - 3.2.1.** Your charging cable
  - 3.2.2.** Your on-board charger
  - 3.2.3.** The type of connection in your meter box. For some meter boxes, a grid reinforcement is required to make maximum use of the power capacity. In that case Vattenfall InCharge can do the preparations for the reinforcement. The reinforcement itself should be done by

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the network operator, and you must request this yourself from your network operator.

- 3.2.4.** Whether or not you use Dynamic Load Balancing (smart meter required)

### Article 4. Warranty

- 4.1.** The standard warranty period is 24 months on the charging station and, if applicable, its installation, unless a different warranty period is stated in the offer/contract you have been given. The warranty we offer applies under the following conditions:
- 4.1.1.** We will repair your charging station free of charge up to 24 months after delivery, unless we have agreed otherwise in the offer/contract.
  - 4.1.2.** This warranty is limited to manufacturing defects and does not cover malfunctions caused by normal wear and tear of parts, or incorrect usage.
- 4.2.** The following situations are not covered by the warranty and in those cases we will charge costs for maintenance, repair, or adjustment:
- 4.2.1.** If you and/or the user use the charging station incorrectly.
  - 4.2.2.** If the charging station is not from or on behalf of us, or has been repaired or controlled by someone else.
  - 4.2.3.** If you have not reported a broken part immediately upon discovery.
  - 4.2.4.** Damage not caused by us or that was not the result of materials, chemicals and/or building materials that we used.
  - 4.2.5.** Damage caused by animals, vandalism, theft, molestation, or caused by extreme weather conditions.
  - 4.2.6.** Damage caused by aggressive vapours, liquids, cement, lime, paint, cleaning agents and the like.
  - 4.2.7.** Damage as a result of changes to the structure to which the charging station is installed.
  - 4.2.8.** Damage due to short circuit or power failure.
  - 4.2.9.** Damage as a result of safety shortcomings, interruptions, outages, or changes in network coverage.
  - 4.2.10.** A limited capacity of your charging station due to one of the reasons as indicated in section 3.2.
  - 4.2.11.** Damage caused by force majeure and damage caused by an event for which we are not responsible.

### Article 5. Malfunctions

- 5.1.** For breakdowns and calamities, call 088 363 7991 (24 hours a day).
- 5.2.** When we come by for repairs or alterations, you must indicate the location of the charging station and the place where it is connected to your meter box, and make it easily accessible. If we can't access everything, we will charge you for the extra time we need.

### Article 6. Payment rules

- 6.1.** You will receive an invoice from Vattenfall Customers & Solutions Netherlands N.V. You must pay the invoice within 14 days of the shipment date. Or, if you are a corporate customer, within 30 days.

### Article 7. What happens if you don't pay on time

- 7.1.** If you do not pay on time or if we expect you not to pay, we may stop agreed work. The materials not yet processed remain ours until you pay.
- 7.2.** For the collection of our bills, we follow the legal rules such as the Collection Costs Act (WIK).

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- 7.3.** If you do not pay on time, we will send you a payment reminder. You then have to submit payment within 14 days. For every bill that you do not pay on time after the first reminder, we calculate the legally established collection costs with a minimum of € 40. If you still do not pay, we will take legal collection measures. You are responsible for the costs of this.

### **Article 8. How you end our agreement**

- 8.1.** Je kunt de installatie van de Laadpaal op elk moment stoppen. We laten dan alles netjes achter. Je betaalt voor het werk dat we hebben gedaan. Verder betaal je kosten om te stoppen, omdat we onze monteur op dat moment niet meer voor een andere afspraak kunnen inplannen.
- 8.2.** You can ask us to remove your charging station at any time. The costs for that consist of call-out costs, dismantling the charging station, and capping the cabling. You pay the costs for this yourself.

### **Article 9. Transfer of responsibility**

- 9.1.** We may transfer the rights and obligations of the agreement that we have with each other to another company, if we ensure that that company complies with the agreements therein. You give us permission for this in advance.

### **Article 10. Our liability**

- 10.1.** If we cause damage to your belongings and we are liable for it, then we will compensate that damage. We do this up to a maximum of € 1,000,000.
- 10.2.** We do not reimburse immaterial damage or damage resulting from the damage to goods, such as business damage in the form of loss of profit or income.
- 10.3.** We are not liable for the operation of your existing (electrical) installations and connections to which the charging station is connected. It is your responsibility that the existing installations and connections work properly and comply with applicable standards, laws, and regulations.
- 10.4.** We are not liable for damage to the charging station by external causes. This includes frostbite, lightning strike, vandalism, or failures in the power grid or internet and telephone connections. We are also not liable for force majeure or operating errors.

### **Article 11. This is what you can do if you have a complaint**

- 11.1.** We provide our products and our service in accordance with the applicable standards and guidelines. You can therefore assume that they are of high quality. However, occasionally something goes wrong with an order or we make a mistake. That's inconvenient, especially for you. If you have a complaint about this, please let us know as soon as possible. Then we will do our best to resolve the problem for you. If you cannot resolve it with an employee, you can contact our management. And if you still are not satisfied, you can follow the European complaints procedure. You can find that at [ec.europa.eu/odr](https://ec.europa.eu/odr).

### **Article 12. This is how we handle your personal data**

- 12.1.** If you enter into an agreement with us or request a quote, we ask you for personal data. We use this personal data to assess the application, the preparation of a quotation, the execution of the agreement, analytics, risk management, and marketing purposes. In doing so, we adhere to the legal rules, such as the General Data Protection Regulation (GDPR) of the EU.

**12.2.** In our privacy statement you can read how we handle your personal data.

**12.3.** If you do not wish to receive information about our products and services, please let us know. Send an e-mail to [incharge@vattenfall.nl](mailto:incharge@vattenfall.nl) or call us at 088 363 7991.

**Do you have any questions about these terms and conditions?**

Please call us on 088 363 7991 or send an e-mail to [incharge@vattenfall.nl](mailto:incharge@vattenfall.nl).