

# General Terms and Conditions of the InCharge Smart Subscription for Home Charging

Solutions as of September 2023

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



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**InCharge**

## InCharge

### 1. General

- 1.1.** These General Terms and Conditions apply to the services described below in combination with your quotation confirmation or contract confirmation. The Agreement applies between InCharge AB (Evenemansgatan 13,169 92 Stockholm, Swedish Chamber of Commerce registration number 559178-6081), hereinafter referred to in these Terms and Conditions as Vattenfall InCharge, and the owner and/or user of the Charging Station.
- 1.2.** Definitions in these General Terms and Conditions:
- 1.2.1.** E-Mobility Service Provider (EMSP): Provides E-Mobility services to the contractor, e.g. an EV driver. For example, access to the Charging Station via an identifier. An ESMP has a contract with the owner of the identifier.
- 1.2.2.** Means of Identification: A means with a unique number that is provided to the EV driver by the EMSP. This number is used for authentication and authorisation. This can be, for example, a charging card, charging fob or identification via mobile phone.
- 1.2.3.** InCharge Platform: The online platform with which Vattenfall InCharge can connect and manage Charging Stations and with which services from the InCharge Smart subscription, as described in these General Terms and Conditions, can be provided.
- 1.2.4.** InCharge Smart Subscription: Combination of services included in the contract and the explanation in Chapters 3-5 of these General Terms and Conditions, including in any case:
- Connection between the Charging Stations and the InCharge Platform. (Chapter 3)
  - Management and monitoring of the Charging Station (Chapter 4)
  - Access to the Charging Station (Chapter 5)
- 1.2.5.** Charging Station: An electrical device for charging electric vehicles. A Charging Station may have one or more charging points to which an electric vehicle is connected.
- 1.2.6.** Charging Station Manager (CPO): Provider of services related to connecting and managing Charging Stations via a platform. In these General Terms and Conditions, this is always Vattenfall InCharge.
- 1.2.7.** Charging Station Owner: A natural person who is entitled to use a Charging Station and supplies it with electricity from the energy supplier contracted by them.
- 1.2.8.** Charging Session: A session in which an electric vehicle is charged at a Charging Station. The session is registered as valid when at least 0.2 kWh and at most 350 kWh is charged and the session lasts at least 2 minutes.
- 1.2.9.** Third-Party Charging Station: A Charging Station that is not supplied and installed by Vattenfall InCharge, but by another party (third party).
- 1.2.10.** My InCharge Portal: Online environment that provides access to statistics and management tools for Charging Stations and means of identification.
- 1.2.11.** Agreement: Quotation confirmation or contract confirmation stating the services provided by Vattenfall InCharge to the Charging Station Owner in conjunction with these General Terms and Conditions.
- 1.2.12.** Roaming Partner: A Charging Station Manager (CPO) who has a partner contract with an E-Mobility Service Provider (EMSP). This cooperation allows the EV driver to charge with one and the same charging card at different Charging Stations owned and/or managed by different charging station managers.

## **2. Responsibilities of the Parties**

### **2.1. Responsibilities of the Charging Station Manager**

- 2.1.1.** Vattenfall InCharge provides all the services included with the InCharge Smart subscription that the Charging Station Owner has agreed to. These services can be found in the quotation confirmation or contract confirmation.
- 2.1.2.** Vattenfall InCharge is entitled and obliged to install important firmware updates on the Charging Stations. To perform those firmware updates, we depend on the hardware manufacturer for updates. Therefore, we are not responsible for any damage if the charging station can no longer be updated because the hardware manufacturer no longer supplies it.
- 2.1.3.** The connection between the InCharge Platform and the Charging Station also depends on the quality of third-party network connections, such as telecom providers or the connection of your home network to the internet. Vattenfall InCharge is not responsible for any loss or damage caused by disturbances, interruptions or changes in network coverage. In addition, Vattenfall InCharge is not responsible for any loss or damage caused by hardware problems if the hardware is purchased from a supplier outside the Vattenfall Group.
- 2.1.4.** Vattenfall InCharge is entitled to reasonably restrict or stop the services, without being obliged to pay any compensation. This includes upgrades, updates, maintenance and error corrections as well as situations of force majeure. In such cases, Vattenfall InCharge will communicate this in advance as much as possible.
- 2.1.5.** Vattenfall InCharge is entitled to adjust or stop the services in the meantime. This includes limiting or expanding the services. If so, Vattenfall InCharge shall inform the Charging Station Owner of this in advance.
- 2.1.6.** Vattenfall InCharge is entitled to index the prices of its products and services according to market standards per calendar year. In the event of a price increase within three months of the start of the subscription, the Charging Station Owner shall be entitled to terminate the agreement free of charge.

### **2.2. Responsibilities of the Charging Station Owner:**

- 2.2.1.** The Charging Station Owner must be the owner of the Charging Station, or have a verifiable right to use the Charging Station to which this Agreement applies.
- 2.2.2.** The Charging Station Owner is responsible for the electrical safety of the Charging Station and for compliance with applicable laws, regulations, permits and safety standards. The Charging Station Owner is also responsible for ensuring that the Charging Station complies with EU legislation (CE-certified). If Vattenfall InCharge has delivered and installed the Charging Station, Vattenfall InCharge shall ensure that the Charging Station complies with the applicable rules and requirements at the time of delivery, within the conditions and requirements of the warranty for the Charging Station and installation provided by Vattenfall InCharge.
- 2.2.3.** The Charging Station Owner must provide electricity to the Charging Station and is responsible for the connection to the electricity network and, if applicable, to the internet. This also includes concluding all necessary contracts with and paying all related fees to the energy supplier, network manager or internet provider, for example.
- 2.2.4.** After the Charging station is properly installed by us, or on our

## InCharge

behalf,, the Charging Station Owner must ensure that, if applicable, the internet connection is sufficient to allow the Charging Station to communicate with the InCharge Platform.

- 2.2.5.** The Charging Station Owner is responsible for carrying out any maintenance in accordance with the warranty conditions of the Charging Station.
- 2.3.** If there is a significant change, such as a change of email address or bank account number, the Charging Station Owner is expected to inform Vattenfall InCharge in good time. Vattenfall InCharge is not responsible for costs incurred due to late data changes.

### **3. Connection between the Charging Station and the InCharge Platform**

- 3.1.** In order to use the services as mentioned in these General Terms and Conditions and in the quotation confirmation or contract confirmation, the Charging Station of the Charging Station Owner must be connected to the InCharge Platform. If the Charging Station Owner has purchased the Charging Station via Vattenfall InCharge, it will be connected directly to the InCharge Platform during installation.
- 3.2.** A prerequisite for being able to offer the services as described in these Terms and Conditions is a good connection between the hardware and the internet. The internet connection can be provided via a SIM card and modem, or via a local area network (LAN) connected to the internet via the Charging Station Owner's internet connection. In the latter case, the Charging Station Owner shall be responsible for a good internet connection and associated costs. Otherwise the provision of digital services is not possible, and Vattenfall InCharge is not responsible for this. In that case, Vattenfall InCharge cannot guarantee the functioning of the charging station.
- 3.3.** The following conditions apply to the connection of third-party charging stations to the InCharge Platform:
  - 3.3.1.** In order to connect a Charging Station to the InCharge Platform, the Charging Station must fulfil the technical requirements of Vattenfall InCharge. This may include an RFID reader, an MID-certified meter, a mobile modem connection and/or compatibility with OCPP 1.6 or higher. Upon request, InCharge can provide a list of requirements and approved hardware suppliers.
  - 3.3.2.** Upon request and at the expense of the Charging Station Owner, Vattenfall InCharge may examine a Third-Party Charging Station that does not appear on the list of supported hardware to see whether it meets the requirements set by Vattenfall InCharge. However, Vattenfall InCharge is not obliged to add the examined hardware types to the list of hardware supported by Vattenfall InCharge.
  - 3.3.3.** Before the Charging Station Owner's Charging Station is connected to the InCharge Platform, Vattenfall InCharge is entitled to inspect the Charging Station. During the contract period, the Charging Station Owner is responsible for ensuring that the Charging Station meets all technical and electrical safety requirements for the connection. In the event of deficiencies, these shall be corrected and paid for by the Charging Station Owner.
  - 3.3.4.** Vattenfall InCharge may charge one-off costs for the connection between the Charging Station and the InCharge Platform. If this is the case, they will be stated in the quotation confirmation or contract confirmation.
- 3.4.** After the Charging Station has been connected to the InCharge Platform in accordance with Chapter 3, the Charging Station Owner may purchase services from Vattenfall InCharge. These services are a combination of the components in

## **4. Charging Station management and monitoring**

- 4.1.** The services in this chapter are a mandatory service component of Vattenfall InCharge in order to be able to provide the services described in these Terms and Conditions. The (monthly) fees for this are specified in the quotation confirmation or contract confirmation.
- 4.2.** During the period of the Agreement, Vattenfall InCharge is the only Charging Station Manager. This means that charging via the Charging Station and managing the Charging Station will be done via the services of Vattenfall InCharge.
- 4.3.** EV drivers can start and stop a Charging Session with a Vattenfall InCharge means of identification, or with another Vattenfall InCharge-approved means of identification from a Roaming Partner. The EV driver is personally responsible for having an approved and working means of identification.
- 4.4.** Vattenfall InCharge shall maintain a Charging History file containing all Charging Sessions initiated by the EV driver with a means of identification at a specific Charging Station. The Charging History consists of information about the charging time, location, duration, cost and energy use.
- 4.5.** The Charging Station Owner shall have access to the My InCharge online environment. This contains, for example, information about the operational status, location and Charging History of the Charging Station (start and end times, charging time and usage in kWh). The Charging Station Owner can also download the Charging History as a CSV or Excel file. Access to the My InCharge Portal is subject to the following conditions:
  - 4.5.1.** The Charging Station Owner must ensure that the My InCharge Portal cannot be used or managed by unauthorised persons.
  - 4.5.2.** If incorrect information is conveyed via the My InCharge Portal and errors occur as a result, the Charging Station Owner is responsible for this.
  - 4.5.3.** Vattenfall InCharge may add new functionalities to the My InCharge Portal in the future outside this Agreement without automatically granting access to the Charging Station Owner. In addition, Vattenfall InCharge, with the approval of the Charging Station Owner, is entitled to charge additional costs for the InCharge Smart subscription for the additional functionalities.
- 4.6.** The InCharge Smart subscription service includes access to Vattenfall InCharge Customer Service. This includes troubleshooting and providing support to the Charging Station Owner, as well as answering questions relating to the services that we offer within the InCharge Smart subscription and associated record-keeping. In the event of a disturbance, Customer Service is available 24/7 for remote assistance on +31 (0)88 363 7991. For other questions, call Vattenfall InCharge on weekdays between 08.00 and 15.00 on 088 363 7991, send a Whatsapp message to 020 892 0133 on weekdays between 08.00 and 20.00 or read our frequently asked questions.
  - 4.6.1.** Vattenfall InCharge is entitled to act immediately in case of emergency without contacting the Charging Station Owner in advance, such as suspending operation of a Charging Station.
  - 4.6.2.** Vattenfall InCharge is entitled to restart the Charging Station remotely at any time as a possible solution to an identified problem.
  - 4.6.3.** If the Charging Station has a defect, the Charging Station Owner may pass this on to Vattenfall InCharge. If it appears that the defect is not related to the connection between the Charging Station and the Vattenfall InCharge Platform, Vattenfall InCharge may charge the Charging Station Owner for the time spent investigating the defect. If the Charging Station was not supplied by Vattenfall InCharge, the Charging Station Owner must contact the supplier of the Charging Station to have the problem resolved.

## **5. Access to the Charging Station**

- 5.1.** The service as described in this chapter allows the Charging Station Owner to manage access to the Charging Station.
- 5.2.** In order to start a session on the Charging Station, the Charging Station Owner must add their means of identification to the authorisation list on the My InCharge Portal.
- 5.3.** The Charging Station Owner may choose to give multiple EV drivers access to the Charging Station. To this end, the means of identification of the EV driver in question must also be added to the authorisation list on the My InCharge portal.
  - 5.3.1.** The Charging Station Owner is responsible for maintaining the authorisation list on the My InCharge Portal where the means of identification with access are managed.
  - 5.3.2.** Vattenfall InCharge is not responsible for incorrectly entered means of identification.
- 5.4.** If the Charging Station Owner chooses to have the Charging Station configured according to the Autostart method, the Charging Station Owner shall be responsible for the charging sessions initiated at the charging point.

## **6. Fees for the InCharge Smart subscription**

- 6.1.** The Charging Station Owner shall pay subscription fees to Vattenfall InCharge for the use of the services as described in the Agreement. These costs are described in the quotation confirmation or contract confirmation.
- 6.2.** Unless otherwise agreed, subscription fees shall be payable from the moment that the Charging Station is connected to the InCharge Platform.
- 6.3.** The fees for the InCharge Smart subscription apply per Charging Point. A Charging Station may consist of one or more charging points.
- 6.4.** If Vattenfall InCharge offers the option to expand the Smart subscription with additional (paid) services, these can be subscribed to within this Agreement. Unless otherwise agreed, it is possible to adjust this downwards once per year of the contract.

## **7. Method of payment**

- 7.1.** Payment shall be made on the basis of Vattenfall InCharge's invoice according to the agreed payment method. The amount must be paid within the period indicated on the invoice.
- 7.2.** Unless otherwise agreed, Vattenfall InCharge shall invoice the monthly fees for the InCharge Smart subscription once a year. The first invoice is issued at the start of the contract.
- 7.3.** The Charging Station Owner shall not be entitled to offset costs to be paid to Vattenfall InCharge against any own claims against Vattenfall InCharge.
- 7.4.** To collect our invoices, Vattenfall InCharge follows the legal rules, such as the Collection Costs Act (WIK). If the Charging Station Owner pays by direct debit and we are unable to collect the payment, Vattenfall InCharge will try again before issuing a payment reminder. The amount must be paid within 14 days of the reminder. For every invoice that is not paid on time after the reminder, Vattenfall InCharge shall charge the legally established collection costs with a minimum of €20. We shall then take legal collection measures. The cost of this shall be borne by the Charging Station Owner.

## **8. Contract term and termination**

- 8.1.** InCharge Smart subscriptions are subject to a 24-month contract period. At the end of this period, the contract shall be converted into a contract until



## InCharge

further notice with a notice period of one month. The monthly fees of the contract are collected once a year. If the contract is cancelled after the initial period of 24 months, the costs relating to the remaining months already paid for the relevant year shall be credited by Vattenfall InCharge.

- 8.2.** For contracts concluded before 1 March 2021, it is possible to cancel the contract after 12 months with a notice period of one month.
- 8.3.** Vattenfall InCharge shall be entitled to terminate the Agreement immediately and without obligation to repay, or to suspend the execution of the Agreement in whole or in part, if:
  - 8.3.1.** The Charging Station Owner remains in default for timely payment of the InCharge Smart subscription fees, goes bankrupt or is unable to pay for another reason.
  - 8.3.2.** The Charging Station Owner fails to fulfil its obligations under the Agreement after a written reminder from Vattenfall InCharge, or if they are constantly unable to meet their obligations.
  - 8.3.3.** The Charging Station Owner provides incorrect or misleading information to Vattenfall InCharge or does not inform Vattenfall InCharge of circumstances relevant to the Agreement.
  - 8.3.4.** In the event of termination of the Agreement, Vattenfall InCharge shall be entitled to stop all reimbursements to the Charging Station Owner until the number of outstanding transactions has been checked. Vattenfall InCharge may also block access to the service in part or in full.
  - 8.3.5.** The provisions of Section 8.3.4 are without prejudice to Vattenfall InCharge's right to compensation for costs incurred, loss or damage suffered or interest paid.
  - 8.3.6.** We can no longer manage the InCharge charging station because the manufacturer of the charging station no longer supports the software.

## 9. Communication

- 9.1.** Vattenfall InCharge may store invoices and other documents in the My InCharge Portal instead of sending them by post or email.

## 10. Liability

- 10.1.** Vattenfall InCharge provides its products and services in accordance with legal regulations and applicable requirements.
- 10.2.** Vattenfall InCharge is only liable for loss of damage attributable to it, up to a maximum of €100,000.00 per event.
- 10.3.** Except in case of intent or gross negligence, Vattenfall InCharge is excluded from liability for indirect and consequential loss or damage and/or loss of business, including loss or damage resulting from the loss of corruption of data.
- 10.4.** Vattenfall InCharge is not liable for the operation or construction of existing installations and connections to, for example, the electricity network. This service explicitly does not constitute any (additional) warranty on the Charging Stations unless explicitly agreed otherwise.
- 10.5.** Vattenfall InCharge is also not liable for any loss or damage caused by the Charging Station Owner or EV Driver, for example resulting from fraud with the Means of Identification.
- 10.6.** Vattenfall InCharge is additionally not liable for the consequences of the failure or malfunction of any telecommunication services or the electricity network.

## **11. Force Majeure**

- 11.1.** The Parties shall be entitled to invoke Force Majeure if the execution of the Agreement, either in whole or in part and whether or not temporarily, is hindered or made more difficult due to circumstances that cannot be attributed to one of the Parties or for which they are not responsible pursuant to law, a legal act or generally accepted practice. Such circumstances shall in any event include international conflicts, violent and/or armed campaigns, measures taken by any domestic or foreign government or a supervisory body, boycott actions, accidents or an event impeding the free and undisturbed transport or supply of electricity, outage of the transmission grid, loss of power in the Grid and malfunction of the Grid, or any shortcoming of the national grid operator and/or Grid Operator(s) and electricity suppliers in the fulfilment of their obligations towards (one of) the Parties.
- 11.2.** The Party wishing to invoke Force Majeure must inform the other Party immediately in writing of the occurrence of the Force Majeure situation and the causes thereof.
- 11.3.** In the event of Force Majeure affecting one Party, its obligations are suspended. If the Force Majeure situation lasts for more than three weeks, both Vattenfall and the Customer shall be authorised to terminate the non-executable parts of the Agreement by means of a written declaration. The Parties shall immediately consult with each other on a possible amendment to the Agreement that corresponds to the original content and meaning of the Agreement as far as possible. Notwithstanding the above-mentioned provision of this clause, the Customer shall only be entitled to (partially) dissolve the Agreement after payment to Vattenfall InCharge of all amounts owed to Vattenfall at the time of the (partial) dissolution, irrespective of whether these are due and payable.

## **12. Transfer of rights and obligations**

- 12.1.** Vattenfall InCharge shall be entitled to transfer or assign this Agreement or the rights and obligations arising therefrom, in whole or in part, to another company within the same group or to third parties that can reasonably be expected to be able to fulfil the obligations under this Agreement.
- 12.2.** The Charging Station Owner is not entitled to transfer or assign its obligations under this Agreement to other parties without the prior consent of Vattenfall InCharge, which shall not be reasonably withheld.

## **13. Amendments to the General Terms and Conditions**

- 13.1.** If there is any change made to these General Terms and Conditions, the Charging Station Owner shall be entitled to terminate the Agreement at no cost or obligation. If the Agreement is not terminated within the 30-day notice period, it shall be assumed that the Charging Station Owner agrees to the changes.

## **14. Personal data**

- 14.1.** When a service or product is requested, Vattenfall InCharge will ask the Charging Station Owner to provide personal data to Vattenfall. This data shall be used within the Vattenfall Group for accepting the application, executing the Agreement, customer relations management and marketing purposes. Vattenfall InCharge may also use this data to inform the Charging Station Owner of products and services relevant to the Charging Station Owner. If the Charging Station Owner does not wish to receive information about products and services, it may advise Vattenfall InCharge accordingly in writing or by phone on +31 (0)88 363 7991 or via email ([incharge@vattenfall.nl](mailto:incharge@vattenfall.nl)).



## **InCharge**

- 14.2.** Vattenfall InCharge handles personal data with the utmost care. When and why Vattenfall InCharge asks for your personal data and how Vattenfall InCharge handles this personal data can be found on the website. This also includes information about the rights of the Charging Station Owner as a data subject, such as the right to object to processing of their personal data for which Vattenfall InCharge has a legitimate interest and to processing for direct marketing, including profiling related to direct marketing.

### **15. Applicable law and resolution of disputes**

- 15.1.** The Agreement is subject to Dutch law.
- 15.2.** In the event of disputes regarding the execution of this Agreement, the court of Amsterdam shall have jurisdiction.
- 15.3.** If you have a complaint, please let us know. We will do our best to help you as well as possible. If you are unable to find a solution with our employee, you can submit the complaint to the management of Vattenfall InCharge. You can also use the European dispute resolution procedure.

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

Please call us on 088 363 7991 or email [incharge@vattenfall.nl](mailto:incharge@vattenfall.nl).