



Wirelane

## WIRELANE

### GENERAL TERMS AND CONDITIONS FOR THE USE OF CHARGING POINTS

#### A. INTRODUCTORY REGULATIONS

##### 1. SUBJECT MATTER OF THE GTC

These General Terms and Conditions ("**GTC**") regulate the charging of electric vehicles with electricity at charging points operated by WIRELANE GmbH, having its registered seat at Prinzregentenplatz 15, 81675 Munich, Germany ("**WIRELANE**"), as an EMP-operated charging point and the invoicing of the services provided by WIRELANE in this connection.

##### 2. MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

2.1 The provisions of these GTC are based on the statutory and other framework provisions being in force at the time when entering into the agreement. Should these and/or the relevant case law change, WIRELANE shall be entitled to adapt and/or supplement the conditions to the extent necessary for the restoration of the equivalence of service and consideration and/or the closing of any contractual loopholes that have arisen in order to be able to continue and implement the contractual relationship in a reasonable manner.

2.2 WIRELANE reserves the right to make other changes and amendments to the GTC and the respective service descriptions, provided that they are to the benefit of the customer or, taking into account the interests of both parties, are reasonable for the customer.

2.3 WIRELANE will inform the customer of additional terms or changes in writing or text form at least four (4) weeks before they become effective. If the customer does not agree with the notified changes, they have the right to terminate the agreement in text form without observing a period of notice. The customer will be informed of this separately in the notification.

#### B. GENERAL REGULATIONS

##### 1. DEFINITIONS

"GTC" means these General Terms and Conditions;

"App" is the application made available online by WIRELANE to its customers for the use of various services;

"Electric vehicle" means a vehicle equipped with an electric drive which can draw electricity from a charging point and is used for passenger transport;

"EMP" stands for electro-mobility provider. As such, WIRELANE offers customers the possibility of charging an electric vehicle via a charging point;

"Charging Point" means the respective charging device via which electric vehicles can be charged;

"Charging Station" means the electric vehicle charging station manufactured by WIRELANE, which has one or more charging points;



"Roaming partners" are partner companies of WIRELANE which use their own platform to network Charging Stations and Charging Points of different providers, thus enabling customers to charge electric vehicles via the Charging Points of WIRELANE even without direct registration with WIRELANE.

## **2. USE OF A CHARGING POINT**

- 2.1 The customer can charge an Electric Vehicle at a WIRELANE charging point (i) as a registered user via the WIRELANE App provided for this purpose; (ii) as a registered user of a Roaming Partner of WIRELANE; or (iii) as an ad hoc user, i.e. without registering with WIRELANE or a Roaming Partner, by using a QR code attached to the Charging Point.
- 2.2 If the customer is a registered customer, the Terms and Conditions of Use of the App or the terms and conditions of the respective Roaming Partner shall apply in addition to these GTC.

## **3. CONCLUSION OF AGREEMENT**

The agreement for charging Electric Vehicles via the Charging Point is concluded upon successful registration by the customer at the respective Charging Point and commencement of the charging process. The charging process begins when the charging cable is plugged into the Electric Vehicle.

The charging process ends when the charging cable is disconnected.

## **4. RATES AND COSTS**

- 4.1 The rates for charging an Electric Vehicle at the time when entering into the agreement shall apply; the actual rates can be viewed via the App. By beginning the charging process, the customer agrees to the actual rate. The rates are gross prices and include the applicable VAT.
- 4.2 The kilowatt hours used by the customer are billed.
- 4.3 Any parking fees payable by the customer at the location or usage fees for parking a vehicle as well as costs of an internet connection of the customer in connection with the use of a smartphone or tablet for registration processes are not included in the rates.

## **5. ACCESS TO THE CHARGING POINTS**

- 5.1 The customer has no claim to use a specific Charging Point. WIRELANE assures the accessibility of the site.
- 5.2 The customer must vacate the Charging Point immediately after completion of the charging process. If special conditions must be observed during the stay at the location of the Charging Point, the customer must observe these.

## **6. USE OF A CHARGING POINT**

- 6.1 The Charging Point must be used as intended and in accordance with the operating instructions provided at the Charging Point and with due care. Only electric vehicles may be connected; no other costumers may be connected to the Charging Points.



- 6.2 After successful authorisation at the Charging Point, the customer must properly connect the Electric Vehicle to the Charging Point and start the charging process immediately.
- 6.3 Charging may only be carried out using a proper charging cable approved for the charging capacity. The customer must continuously monitor the charging process.

## **7. DUTY OF CARE OF THE CUSTOMER**

- 7.1 Before starting the charging process, the customer must check the charging cable and the plug connections, both on their Electric Vehicle and at the Charging Point, for visible damage. If the customer detects kinks, cracks, bare spots or other damages to the charging cable, the charging process must be terminated immediately. The customer has to inform WIRELANE of any damage detected via the hotline number provided on the Charging Station.
- 7.2 The customer is liable for compliance with the applicable technical regulations with regard to the Electric Vehicle and charging cable. All electro technical safety regulations of the vehicle manufacturer as well as those concerning the Charging Station must be observed.
- 7.3 The customer must ensure that no direct current leakage occurs in the inverter of their charger. If such current leakage does occur, charging is only possible as a single-phase charging of the Electric Vehicle (230 V).

## **8. INVOICING AND PAYMENT**

- 8.1 WIRELANE will invoice the services rendered to the customer online immediately after completion of the charging process. The remuneration is due for payment immediately. WIRELANE entrusts the provision of payment services to a partner company which has the necessary licences.
- 8.2 The payment of owed remuneration is made via a credit card of the customer, by means of the mobile app, a QR Code or with an RFID token.
- 8.3 The customer shall be liable for the completeness of the provided payment details and for sufficient funds in the account to be debited.

## **9. LIABILITY OF WIRELANE**

- 9.1 WIRELANE's liability for damages in the event of simple negligence is limited to damages resulting from the violation of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the customer regularly relies and may rely. In this case, the liability is limited to the typical, foreseeable damage.

This limitation of liability equally applies to damages caused by negligence on the part of employees or vicarious agents of WIRELANE who are not members of the management body or executives of WIRELANE.

- 9.2 Any liability on the part of WIRELANE for any intangible, indirect or consequential damage, including, but not limited to, loss of profit, loss of turnover or loss of contract, resulting from non-compliance with or the non-fulfilment of contractual obligations on the part of WIRELANE, is excluded.
- 9.3 The above limitations of liability shall apply to all claims for damages irrespective of the legal



grounds, with the exception of claims for damages by the customer (i) due to intent, (ii) in accordance with the Product Liability Act, (iii) due to maliciously concealed defects, (iv) due to defects in respect of which a guarantee of quality has been given (in this respect, the liability regulation or limitation period resulting from the guarantee shall apply), (v) due to injury to life, body or health or (vi) due to gross negligence on the part of management bodies or executives of WIRELANE.

## **10. DATA PROTECTION, CHANGE OF CUSTOMER DATA**

- 10.1 The personal data of the customer, which are collected in the course of initiating and implementing the agreement are processed by WIRELANE by automatic means in accordance with the provisions of the GDPR and the Federal Data Protection Act.
- 10.2 Insofar as necessary for the execution of the agreement, WIRELANE shall forward the data to a third party with whom WIRELANE has concluded an agreement for data processing in accordance with the contract, which must comply with the stipulations of Art. 28 of the GDPR.
- 10.3 The customer may at any time request access to information about the data concerning them which is being or has been collected and processed.
- 10.4 The customer shall inform WIRELANE immediately of any change in their personal data, insofar as this is necessary for the execution of the contract.

## **11. FINAL PROVISIONS**

- 11.1 All legal relations between WIRELANE and the customer shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the charging process is the registered office or place of habitual residence of the defendant party.
- 11.3 Should any provision of these GTC be or become invalid or unenforceable, or should the parties determine that there is a loophole in the GTC, the validity of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision, or the provision containing the loophole, shall be replaced by an appropriate provision, which, as far as legally possible, comes as close as possible to what the parties would have wanted if they had considered the point when concluding the contract or when subsequently adding a provision. For this purpose, the parties shall agree on a valid or practicable provision or a provision to fill the gap that comes closest in economic and legal terms to the meaning and purpose of the contract that the parties intended to achieve when they signed it.

**As of 05 December 2019**