



Wirelane

WIRELANE

GENERAL TERMS AND CONDITIONS FOR CONSUMERS

A. INTRODUCTORY REGULATIONS

1. SUBJECT MATTER OF THE GTC

- 1.1 These General Terms and Conditions ("**GTC**") apply to (i) the sale of WIRELANE charging stations with accessories, RFID cards and other products ("**products**"), (ii) the installation and commissioning of WIRELANE charging stations ("**installation services**"), (iii) the provision of software as a service ("**SaaS Services**"); and (iv) the provision of support and other services for WIRELANE charging stations ("**support services**") by WIRELANE GmbH ("**WIRELANE**").
- 1.2 The GTC apply to the purchase of products and the commissioning of services by consumers. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor attributable to a self-employed activity.
- 1.3 Other regulations, in particular any general terms and conditions of the customer, shall not apply even if they have not been expressly rejected by WIRELANE or if WIRELANE accepts or performs a service without reservation in knowledge of them.

2. SUPPLEMENTS AND EXTENSIONS OF SERVICES

- 2.1 WIRELANE reserves the right to supplement or extend the services which are the subject matter of the GTC and to add new services and, in these cases, to supplement or extend the GTC and the service descriptions referenced in the GTC ("**service descriptions**") accordingly. Obligations for the customer shall only arise as a result of this if the customer concludes a contract with WIRELANE for supplemented or extended services.
- 2.2 WIRELANE will inform the customer of the additions or extensions in writing or text form at least four (4) weeks before they take effect.

B. GENERAL REGULATIONS

1. DEFINITIONS

"App" is the application made available by WIRELANE to end users of SaaS-Services;

"Authorised users" are persons living in the customer's household whom the customer registers with WIRELANE for the use of the SaaS software;

"Back-end" or "back-end application" means the layer of the WIRELANE SaaS platform that connects to a charging point and through which communication between the back office and the charging point is established. The back-end application is to be licensed if the customer books support and other service-level-performances. As part of the support services, the back-end transmits the monitoring and diagnostic data from a charging point into the ticket system;



"Business days" are the days from Monday to and including Friday;

"Charging point" means the respective charging device via which electric vehicles can be charged. Every charging point communicates with the back end, which is used to import firmware updates for the charging point. The SaaS software must be licensed separately for each charging point. A charging point can have several sockets;

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

"Configuration" means the parameters individually selectable by the customer and to be set by WIRELANE for a charging point;

"Contractual services" are the services which are provided by WIRELANE or third parties commissioned by WIRELANE on the basis of individual contracts concluded between WIRELANE and the customer;

"Cost estimates" are the cost calculations to be prepared by WIRELANE or a third party commissioned by WIRELANE in advance of contractual services on behalf of the customer;

"GTC" means these General Terms and Conditions;

"Individual contract" is the contract to be concluded between WIRELANE and the customer for the provision of each of the services offered;

"Installation acceptance" means the acceptance by the customer of the installation and commissioning services;

"Installation services" shall mean the services described in more detail in part D in connection with the installation and commissioning of the products;

"Place of performance" is the place where installation, support and service-level-performances are provided;

"Planned downtimes" are SaaS software downtimes planned by WIRELANE due to support, development, change or update work;

"Planned downtime period" is the time period within which the services of the planned downtimes are provided;

"Products" means the products manufactured and distributed by WIRELANE and offered for sale to the customer;

"Reserved goods" means the products delivered by WIRELANE under reservation of title;

"SaaS" refers to WIRELANE's offer to use "software as a service" via the WIRELANE SaaS platform when operating the charging points;

"SaaS documentation" is the documentation of the SaaS services provided to the customer in electronic form;



"SaaS services" means the services described in more detail in part E that are offered to the customer for the products;

"SaaS service and operation levels" are the availabilities of the SaaS services resulting from the SaaS service description;

"SaaS software" is the WIRELANE software that runs on the back-end of WIRELANE and includes SaaS services and charging point features;

"Service description" means the description of the services offered and included in the individual contract;

"Socket" is a plug connection at a charging point via which an electric vehicle is charged;

"Support acceptance" means the acceptance by the customer of the support services provided;

"Support services" means the support and service-level-performances described in more detail in part F, which are offered to the customer for the products;

"Technical requirements" are the cabling and connections to be produced and provided by the customer for the respective contractual services as well as other software and hardware requirements to be met by the customer, as described in the order confirmation, the individual contract, the service description or other instructions provided by WIRELANE;

"WIRELANE SaaS platform" means the SaaS platform operated by WIRELANE on which the back-end is hosted;

"WIRELANE systems" means the SaaS services offered by WIRELANE, the back-end and other software or hardware provided by WIRELANE in connection with the contractual services.

2. INDIVIDUAL CONTRACTS

2.1 The products to be supplied and the contractual services to be provided by WIRELANE will be defined and agreed upon in detail in an individual contract to be concluded between WIRELANE and the customer. The individual contractual services can be ordered in combination or separately, unless otherwise stipulated in these GTC.

2.2 Offers made by WIRELANE are non-binding.

2.3 Orders must be made in writing or in text form, using the order form provided to the customer by WIRELANE. They shall only become binding for WIRELANE when the order confirmation is sent in writing or text form, but at the latest when WIRELANE starts to provide its services.

2.4 WIRELANE may accept orders within two (2) weeks of receipt. If WIRELANE does not accept the order within this period, the customer is entitled to cancel their order until receipt of the order confirmation or the start of the provision of services.

2.5 The content and scope of the agreed services shall be determined in the following order:

(i) the individual contract and its annexes;



- (ii) the order confirmation;
- (iii) the referenced service descriptions;
- (iv) these GTC; and
- (v) the applicable legal provisions.

2.6 WIRELANE is not obliged to accept orders from the customer, even if there already exists an ongoing business relationship between WIRELANE and the customer.

3. COST ESTIMATES

3.1 If agreed in the order confirmation and in the individual contract, WIRELANE may charge a fee for cost estimates made in the context of the contractual services.

3.2 Cost estimates are not binding. They refer exclusively to the information available to WIRELANE at the time they were created. WIRELANE does not guarantee the accuracy of cost estimates.

3.3 If it becomes clear that a cost estimate is exceeded by 20% or more, WIRELANE will inform the customer immediately in writing or in text form.

3.4 The termination of the respective individual contract by the customer is only possible if a cost estimate is exceeded by more than 20%. Terminations require text form to be effective.

4. NATURE AND PROPERTIES OF THE PRODUCT/SERVICES, GUARANTEES, CHANGES

4.1 All information and data relating to the contractual services, in particular a reference to technical standards (e.g. DIN standards) as well as images, drawings and technical information provided by WIRELANE in a public manner, in particular in advertising, brochures or other documents, are not part of the agreed characteristics, unless they are expressly agreed as statements on quality in the order confirmation or in the individual contract.

4.2 Guarantees are only binding for WIRELANE if they are expressly agreed as a guarantee in the individual contract and WIRELANE's obligations under the guarantee are defined in detail.

4.3 WIRELANE reserves the right to make changes and improvements to the contractual services in the event of changes in the services provided by producers, suppliers or subcontractors and if these changes lead to changes in the subject matter of the services which are not insignificant. In addition, WIRELANE reserves the right to make changes and improvements to the contractual services within the framework of further technical development or due to changed legal requirements, provided that they do not impair the usability of the products and services for the contractually intended purpose and that they are reasonable for the customer, taking into account the interests of both parties. WIRELANE will inform the customer of the change or improvement in writing or text form in advance.

5. PROVISION OF SERVICES

5.1 Performance periods and performance deadlines are non-binding, unless they are expressly described as binding in the order confirmation, individual contract or performance description. Two (2) weeks after the expiry of a non-binding performance period or a non-binding performance date,



the customer may send WIRELANE a request in text form to perform the service. After receipt of the written request, WIRELANE shall be in default unless WIRELANE is not at fault.

- 5.2 Partial services are permissible insofar as these are reasonable for the customer, in particular if the provision of the contractual services is otherwise ensured and the customer does not incur any significant additional work or costs as a result. Any partial performance permitted or approved in this sense may be invoiced separately.
- 5.3 The customer shall be in default of acceptance if they do not accept the offered product or the contractually provided service upon expiry of the binding performance period or on the agreed performance deadline. In the case of non-binding performance periods or performance deadlines, WIRELANE may notify the customer that the contractual service can now be provided; if the customer does not accept the contractual service within two (2) weeks of receipt of the notification of provision, they will be in default of acceptance. In the above cases, default of acceptance shall also occur if WIRELANE stores products at the request of the customer.

6. GENERAL (COOPERATION) OBLIGATIONS OF THE CUSTOMER, APPROVALS

- 6.1 The customer is obliged (i) to undertake at their own expense the acts of cooperation required for the provision of the contractual services, which are specified in the respective order, and (ii) on request, to provide WIRELANE without charge with the information and objects required by the customer for the provision of the contractual services; WIRELANE is entitled to use these for the purposes of the provision of the services.
- 6.2 Insofar as the customer does not provide the necessary cooperation or does not provide it in time, the performance periods shall be extended or the performance deadlines postponed by a corresponding period of time, plus an appropriate start-up period. If the delay on the part of the customer lasts for two (2) weeks or more, WIRELANE may withdraw from the respective individual contract, without prejudice to the rights to which it is otherwise entitled and after setting an unsuccessful grace period.
- 6.3 The customer is obliged to comply with all legal and regulatory requirements applicable to them in connection with the contractual services. The customer must obtain or all necessary approvals and submit all the necessary applications in connection with the installation and operation of the products in good time before performance of the service. WIRELANE is entitled to withhold contractual services from the customer if the customer is in breach of the above obligations.

7. PRICES AND FEES

- 7.1 The prices and fees agreed in the order confirmation and in the individual contract shall apply.
- 7.2 Any VAT that may be incurred will be charged separately at the statutory rate applicable at the time and is payable by the customer.

8. PAYMENTS, PAYMENT IN DEFAULT, DETERIORATION OF ASSETS

- 8.1 Invoices can be issued from the time of performance or default of acceptance, unless otherwise agreed between the parties. Unless otherwise agreed, invoices shall be paid within 21 days of the invoice date without deduction to the account indicated by WIRELANE. Payments must be made in Euro. Bank charges shall be borne by the customer.



- 8.2 If the payment deadline is exceeded, the customer is in default without further reminder. The receipt of the invoice amount in the account indicated by WIRELANE is decisive for the timeliness of payment.
- 8.3 In the event of payment in default, WIRELANE shall be entitled to charge interest on arrears at a rate of five (5) percentage points above the applicable base rate. The assertion of further damages remains unaffected.
- 8.4 If it becomes apparent that, due to the financial situation of the customer, the fulfilment of their (existing or future) payment obligations is endangered (in particular, but not only, if (i) the customer ceases making payments, (ii) insolvency proceedings are opened over the assets of the customer, an application for such proceedings is filed or the proceedings are not opened due to lack of assets, (iii) seizure or execution measures are taken against the customer; (iv) bill or cheque protests are raised; or (v) direct debits are returned, also in respect of and/or to third parties), WIRELANE is entitled, at its own discretion, to withhold the contractual performance until the agreed remuneration or fee has been paid in advance or until a reasonable security has been provided. This shall also apply if the customer is repeatedly in default of payment (at least in two (2) consecutive calendar months or in three (3) calendar months within a period of twelve (12) months) and as a result there are reasonable doubts about the customer's solvency or creditworthiness.

C. SALES OF PRODUCTS

1. SCOPE OF PART C

This part C regulates exclusively the purchase of the products by the customer.

2. NATURE AND CHARACTERISTICS OF THE PRODUCTS

2.1 The nature and characteristics of the products are specified in the order confirmation and individual contract as well as the data sheet referenced in the individual contract.

2.2 Some products, especially the charging stations, can be configured by the customer according to the parameters specified by WIRELANE. To the extent that the customer chooses a certain configuration, it results from order confirmation and individual contract.

3. TERMS OF DELIVERY

3.1 Deliveries shall be made EXW Incoterms 2010 from the registered office of WIRELANE or, at the discretion of WIRELANE, from the place of business of the respective supplier of WIRELANE.

3.2 WIRELANE may, at the request of the customer and at WIRELANE's discretion, arrange the shipping of the goods on behalf of the customer. WIRELANE reserves the right to charge the customer for the shipping costs.

3.3 WIRELANE shall not be in default if WIRELANE's suppliers do not deliver to WIRELANE, do not deliver in accordance with orders placed or do not deliver on time for reasons for which WIRELANE is not responsible, or in the event of force majeure. WIRELANE will inform the customer of this and specify a new delivery date.



4. PRICES, PAYMENTS

- 4.1 The prices of the selected products are stated in the order confirmation and/or the individual contract.
- 4.2 The prices are EXW Incoterms 2010, plus packaging, shipping and, if desired, transport insurance.
- 4.3 The purchase price of a charging station is due upon delivery even if the customer orders further contractual services for these.

5. RESERVATION OF TITLE

- 5.1 The products shall remain the property of WIRELANE until all outstanding payment claims arising from the business relationship between WIRELANE and the customer have been paid in full. If a current account relationship exists, WIRELANE shall retain title and interest to the products until all payments from acknowledged balances have been received.
- 5.2 Any processing or alteration of the reserved goods by the customer is carried out on behalf of WIRELANE. If this takes place with third-party items which do not belong to WIRELANE, or if the reserved goods are inseparably combined with such foreign objects, WIRELANE shall acquire co-ownership of the new object in the ratio of the value of the reserved goods to the third-party items; the same shall apply to the new object as to the reserved goods. If a connection is made in such a way that the customer's item is to be regarded as the main item, the customer will transfer co-ownership to WIRELANE on a pro rata basis.
- 5.3 The customer is prohibited from selling, pledging or assigning the reserved goods as security before acquiring ownership of the reserved goods. The customer is obliged, in the event of compulsory seizure and other impairments of the owner's interests, to inform the relevant party of WIRELANE's ownership of the reserved goods and to inform WIRELANE of this immediately in writing.
- 5.4 In the cases specified in part B, clause 8.4, WIRELANE shall be entitled, after the unsuccessful expiry of a grace period of two (2) weeks, to take back the reserved goods, excluding any rights of retention of the customer; in the cases of part C, clause 5.2, WIRELANE shall be entitled to take back goods in proportion to the co-ownership shares.

After taking the goods back and issuing prior warning, WIRELANE shall be entitled to make appropriate use of the reserved goods. The proceeds of the sale shall be offset against the customer's liabilities, less reasonable costs of sale.

A withdrawal from the individual contract is not necessary for this purpose. Nor do demands for return, repossession, threats or exploitation constitute a withdrawal from the purchase contract.

6. NOTIFICATION OF DEFECTS

- 6.1 Any complaints shall be announced towards WIRELANE in writing or in text form, stating the defect. If the products are delivered directly from a supplier of WIRELANE to the customer, any complaints by the customer must be addressed to both WIRELANE and the supplier.
- 6.2 Complaints due to incomplete delivery and other, obvious defects must be submitted to WIRELANE



without delay, but at the latest within seven (7) days after delivery or within 24 hours after installation and commissioning. Other defects must be reported immediately, but at the latest within seven (7) days of their discovery.

- 6.3 The above provisions shall also apply if the customer orders other contractual services for the products.

7. WARRANTY AND LIABILITY

- 7.1 Defective products must be made available to WIRELANE for inspection upon request. Section 439 (2) of the German Civil Code (BGB) remains unaffected by this.

- 7.2 WIRELANE shall provide subsequent performance for defective products by remedying the defect (rectification) or by delivering a defect-free item (subsequent delivery).

- 7.3 If a product infringes a patent, copyright or other industrial property right of a third party, WIRELANE may, at its discretion, modify or exchange the product in such a way that the rights of third parties are no longer infringed, but the product continues to fulfil the contractually agreed functions, or obtain the right of use or ownership owed to the customer by concluding a licence agreement.

In the event of infringements of rights to delivered products by other manufacturers or sub-suppliers, WIRELANE shall, at its discretion, either assert its claims against these for the account of the customer or assign the claims to the customer. In such cases, claims against WIRELANE shall only exist if the legal enforcement of the above-mentioned claims against the manufacturers and sub-suppliers has been unsuccessful or is, for example, due to insolvency, futile.

- 7.4 The period of limitation for defect rights is two (2) years from delivery.

- 7.5 Apart from that customer's warranty and liability claims shall be governed by the provisions in part G, clause 1.

D. INSTALLATION SERVICES

1. SCOPE OF PART D

This part D exclusively regulates the provision of installation and commissioning services at charging stations by WIRELANE or a third party commissioned by WIRELANE.

2. SERVICE DESCRIPTION

- 2.1 The installation services may include connecting the charging stations with the power cable at the agreed installation site, commissioning the charging stations and testing the hardware available at the installation site for the operation of the charging stations.

- 2.2 The scope of the installation services is defined in the order confirmation, the individual contract and the service description for the installation services referenced in the individual contract, if applicable.



2.3 Agreed performance deadlines for the installation services are binding.

3. INSTALLATION ACCEPTANCE

3.1 Unless otherwise agreed, a formal installation acceptance has to be carried out by the customer. This is done by signing an acceptance report by the customer on the one hand and by WIRELANE or the installer providing the installation services on the other.

3.2 The customer may not refuse acceptance of the installation due to minor defects. An insignificant defect in the sense of this regulation is a defect which does not restrict the use of the charging station for its intended purpose and which does not give rise to any fear of consequential damage to devices and equipment connected to the charging station.

3.3 If the charging station is sold by WIRELANE to the customer, part C, clauses 3.1 and 5 apply to the transfer of risk and ownership of the charging stations.

4. PAYMENTS

The full remuneration for the installation services shall be due at the latest upon installation acceptance, unless an earlier date has been agreed in the order confirmation or in the individual contract. WIRELANE may request partial payments according to the progress of the work.

5. SPECIFIC DUTIES OF COOPERATION OF THE CUSTOMER

5.1 The customer is obliged to provide WIRELANE with the exact data of the place of performance before the installation services are provided, if necessary by adding appropriate plans.

5.2 The customer is obliged to ensure compliance with the technical requirements at their own expense. Any interfaces/connections to be provided by the customer will be specified in the order confirmation, the individual contract or the installation service description.

5.3 The customer is obliged to confirm in writing to WIRELANE before commencing the installation services, if necessary using a form provided to the customer by WIRELANE, that (i) the technical requirements have been properly met, their unrestricted functioning has been tested and that they are suitable for the installation and operation of the charging stations; (ii) the place of performance is suitable for the number of charging stations envisaged, in particular, that it can support the envisaged number of charging stations; and (iii) the customer's internet connection has the capacity necessary to use the services booked.

5.4 The customer is obliged (i) to provide WIRELANE with access to the place of performance required for the provision of the installation services; and (ii) to perform or provide the cooperation services defined in the installation service description at the agreed times, in each case at their own expense. Further information can be found in the order confirmation, the individual contract or the installation service description.

6. WARRANTY CLAIMS, LIABILITY

6.1 If installation services ordered are carried out in a defective manner, WIRELANE will provide subsequent performance by providing the installation services free of defects.



- 6.2 Rights arising from defects shall lapse two (2) years from installation acceptance.
- 6.3 Apart from that customer's warranty and liability claims shall be governed by the provisions in part G, clause 1.

E. SAAS SERVICES

1. SCOPE OF PART E

This part E exclusively regulates the SaaS services.

2. SERVICE DESCRIPTION

- 2.1 The SaaS services include the online provision of the SaaS software.
- 2.2 The scope and content of the SaaS services are defined in part E, clauses 3 to 6, the provisions of the respective individual contract and the service description for the SaaS services.
- 2.3 The SaaS services are licensing and other services in the sense of sections 611 et seqq. of the German Civil Code (BGB).

3. SAAS SOFTWARE

- 3.1 WIRELANE makes the SaaS software available online to the customer on the WIRELANE SaaS platform. The scope of SaaS services licensed to the customer is specified in the respective individual contract.
- 3.2 The SaaS software may be hosted on a WIRELANE server, hosted on behalf of WIRELANE on third-party servers or offered as a cloud solution, at the choice of WIRELANE. No object code, source code or physical data carriers are made available to the customer, unless expressly agreed otherwise in the individual contract.
- 3.3 The version of the SaaS software licensed to the customer is specified in the order confirmation and/or the individual contract.
- 3.4 WIRELANE provides the customer with standard documentation for the SaaS software in electronic form, written in English.

4. REGISTRATION, CUSTOMER ACCOUNT

- 4.1 To use the SaaS software, the customer must register on the WIRELANE SaaS platform. To do so, the customer must correctly specify the data requested on the WIRELANE SaaS platform and create a password.
- 4.2 After successful registration, WIRELANE shall create an account for the customer.

5. USAGE OF THE SAAS SOFTWARE

- 5.1 The scope of use of the SaaS software is determined by the SaaS service description, the product



description, the provisions of the individual contract and its appendices, the SaaS documentation and the provisions of these GTC.

- 5.2 WIRELANE grants the customer a non-transferable, non-sublicensable and non-exclusive right, limited to the term of the respective individual contract and geographically restricted to the territory of the EEA, to access the SaaS software and to use it by means of remote access for the charging points defined in the individual SaaS contract.
- 5.3 The customer can register authorised users, who may access and use the SaaS software in accordance with these provisions. No contractual relationship shall then be established between WIRELANE and the authorised users. Reference is made to part E, clause 5.5.
- 5.4 The customer is not entitled (i) to grant licences or sub-licences for the SaaS software, or to sell, rent, outsource or otherwise make it available to third parties, unless this is expressly permitted in the individual contract or in the GTC; and (ii) to translate, decompile, reverse engineer or otherwise modify, use or exploit the SaaS software.
- 5.5 The customer is liable for all acts and omissions of authorised users and third parties who access the SaaS software via their customer account, as for their own actions or omissions.

6. AVAILABILITY, DOWNTIMES

- 6.1 The SaaS service and operation levels apply with monthly availability according to the provisions of the individual contract and the SaaS service description.
- 6.2 For planned downtimes, WIRELANE can use the planned downtime period provided for this purpose in the SaaS service description. WIRELANE will inform the customer of planned downtimes with reasonable advance notice in writing or in text form.
- 6.3 Unscheduled downtimes may occur in urgent cases (e.g. if the security of the SaaS services is at risk), in the event of system overloads and system failures or in the event of force majeure.

7. SPECIFIC DUTIES OF COOPERATION OF THE CUSTOMER

- 7.1 The customer must set up or provide all technical requirements and necessary hardware required for the use of the SaaS services at their own expense. In particular, the customer is obliged (i) to acquire all third-party software and related licences (including browser software and the licences required for this) necessary for connecting with the SaaS services; and (ii) to establish the connection needed to the WIRELANE SaaS platform.
- 7.2 The customer is obliged to comply with the requirements defined by WIRELANE for the use of the SaaS services, in particular the applicable security guidelines and policies in accordance with the SaaS documentation and any other security guidelines and policies communicated to the customer by WIRELANE.
- 7.3 The customer is obliged to change their password at regular intervals. Disclosing of the password to third parties is not permitted. If the customer knows or suspects that a third party has obtained knowledge of their password, the customer shall inform WIRELANE immediately in writing or in text form and change their password. Reference is made to part E, clause 4.



- 7.4 The customer must ensure that their data and the software used by them are free of viruses, Trojan horses and similar content which could damage the WIRELANE systems. In particular, the customer must not (i) use or transmit malicious software; (ii) circumvent WIRELANE's security measures; (iii) access information which they are not authorised to access, in particular information of other customers of WIRELANE; (iv) violate copyrights, industrial property rights and trade and business secrets of WIRELANE or third parties; (v) send spam or other inappropriate content (e.g. insulting comments); and (vi) set deep links to the WIRELANE SaaS platform.
- 7.5 In so far as the customer discovers faults in the SaaS services, they shall immediately report these to WIRELANE and support WIRELANE to a reasonable extent and free of charge in eliminating the faults. If, in the course of WIRELANE's examination of the defect reported by the customer, it is established that the defect did not occur within the area of responsibility of WIRELANE, WIRELANE shall be free to charge the customer for the costs of the examination of the defect at the then applicable rates. This does not apply if the customer was unable to recognise that the defect did not occur within the sphere of responsibility of WIRELANE, even when applying the reasonable and necessary care.
- 7.6 In the event of violating part E, clause 7, the customer shall bear all costs and expenses incurred by WIRELANE thereby. In addition, the customer shall indemnify WIRELANE against all claims of third parties in this connection at first request.

8. TERM AND TERMINATION

- 8.1 Unless otherwise agreed in the order confirmation or the individual contract, the initial contract term for the use of SaaS services is 24 months from receipt of the order.
- 8.2 The initial contract term for the SaaS services is automatically extended by twelve (12) months in each case, unless the contract is terminated by one of the parties with three (3) months' notice to the end of the initial contract term or the respective extension period.
- 8.3 The right of both parties to terminate for good cause remains unaffected.
- 8.4 Good cause for termination by WIRELANE shall be deemed to exist in particular if the conditions of the provisions in part B, clause 8.4 are met.
- 8.5 Terminations require text form to be effective.
- 8.6 Upon termination of the contractual relationship, for whatever reason, the parties are obliged to duly wind up the contractual relationship. To this end, WIRELANE will in particular
- (i) return the customer's data stored in the context of the contract to the customer or transfer them to a third party designated by the customer at the customer's expense and in a form chosen by WIRELANE, and
 - (ii) erase the customer's data immediately after confirmation of the successful transfer and destroy all copies made thereof, to the extent that these are no longer required for the assertion of WIRELANE's own claims or due to statutory storage obligations.

F. SUPPORT AND SERVICE LEVEL PERFORMANCES



1. SCOPE OF PART F

This part F regulates exclusively the support and service level performances.

2. SERVICE DESCRIPTION FOR SUPPORT SERVICES

2.1 The scope of the support services is defined in the order confirmation, the individual contract concluded between WIRELANE and the customer and the appendices referred to.

2.2 The service dates for the provision of support services at the place of performance shall be agreed between WIRELANE and the customer. They are binding.

3. SERVICE LEVEL PERFORMANCES

The service levels offered are defined in the individual contract and its appendices.

4. EXCLUSION

No support and service level performances are offered (i) if a malfunction is caused by improper use of a charging point or by using the charging station contrary to the operating instructions; (ii) in the event of external or third-party damage to the charging point, in particular also in the event of vandalism; (iii) insofar as a malfunction is not due to causes for which WIRELANE is responsible, in particular, but not exclusively, malfunctions and defects caused during installation and commissioning, due to malfunctions in other technical equipment such as the power grid, the customer's electrical equipment, in the event of unauthorised modifications to the charging stations or charging points by third parties; and (iv) in the event of force majeure.

5. SUPPORT ACCEPTANCE

5.1 Insofar as support services are provided at a charging point, these are to be accepted by the customer without delay, at the latest, however, five (5) working days after receipt of a notice of completion, which can be given in text form. WIRELANE or the service partner commissioned by WIRELANE will provide the customer with an appropriately prepared report. If the customer does not reject services rendered within five (5) working days after receipt of the notification, stating the reason, the support service shall be deemed accepted. If the customer justifiably rejects the support acceptance, WIRELANE will arrange for the defect preventing acceptance to be remedied and subsequently request the customer to accept the support services. The above provisions shall apply accordingly. With the signing of the acceptance report by the customer and WIRELANE or the service partner commissioned by WIRELANE with the provision of services, the respective service order is completed.

5.2 The customer may not refuse acceptance support due to minor defects. A defect is deemed to be a minor defect in the sense of this contract if the defect does not restrict the use of the product and booked services for the intended use and there is no reason to fear defects in equipment connected with the product.

6. SPECIFIC DUTIES OF COOPERATION OF THE CUSTOMER

6.1 The customer is obliged to meet the technical requirements for the provision of the support services at their own expense. The interfaces/connections to be provided by the customer at their



own expense are set out in the support and service level performance description.

- 6.2 The customer is obliged to provide (i) WIRELANE with access to the place of performance within the agreed performance times; and (ii) the cooperation services defined in the support and service level performance description free of charge on the agreed performance times. Further information can be found in the support and service level performance description or in the individual contract.

7. CONTINUED VALIDITY OF THE DEFECT RIGHTS

- 7.1 In so far as the customer does not allow WIRELANE to provide the scheduled support services specified by WIRELANE and this results in damage to the products, the warranty for the product shall be void. The same applies if support services are provided by unauthorised third parties and this results in damage to the products.
- 7.2 Customer's rights regarding defects in products and installation services remain unaffected by the support and service level performances.

8. PAYMENTS

- 8.1 Fees for support and service level performances, which are billed monthly, are payable at the beginning of each calendar month until the 3rd working day of the month for services rendered in the previous calendar month.
- 8.2 Fees for support and service level performances, which are calculated annually, are payable at the beginning of each year until the 3rd working day.
- 8.3 The remuneration for support services provided on site is due at the latest upon acceptance of the support services provided. WIRELANE can claim advance payments for partial services if it chooses to do.

9. TERM AND TERMINATION

- 9.1 Unless otherwise agreed in the order confirmation or the individual contract, the initial contract term for support and service level performances shall be twelve (12) months from order confirmation or from the commencement of the services.
- 9.2 The term is calculated separately for each charging point.
- 9.3 If the Parties agree on an initial term for the support and service level performances in the individual contract, the initial term shall be automatically extended by twelve (12) months in each case, unless the individual contract is terminated by either party with a notice period of three (3) months to the end of the initial term or the respective extension period.
- 9.4 The right of both parties to terminate for good cause remains unaffected.
- 9.5 Good cause for termination by WIRELANE shall be deemed to exist in particular if the conditions of the provision in accordance with part B, clause 8.4 are met.
- 9.6 Terminations must be in text or written form to be effective.



G. CONCLUDING REGULATIONS

1. LIABILITY

1.1 WIRELANE's liability for damages in the event of slight 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 bodies or executives of WIRELANE.

1.2 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.

1.3 In cases under part G, clause 1.1, the claims shall lapse two (2) years from the time when the claim arose and the customer became aware of the circumstance giving rise to the claim. Irrespective of the customer's knowledge, the claim shall expire three (3) years after the occurrence of the event causing the damage.

In case of the sale of products, the period of limitation for claims for damages due to defects shall be governed by part C, clause 7.4. In case of installation services, the period of limitation for claims for damages due to defects shall be governed by part D, clause 6.2.

1.4 To the extent that WIRELANE is liable pursuant to this part G, clause 1, the liability of WIRELANE shall be limited to (i) in case of the provision of installation services, twice the fee for the relevant installation service in connection with which the damage occurred; (ii) in case of support and service level performances, to the fee paid by the customer for the support and service level performances in the twelve (12) months preceding the damaging event; and (iii) in the case of SaaS services, to the fee that the customer paid for the SaaS services in the twelve (12) months preceding the damaging event; however, in cases of (ii) - (iii), up to a maximum of EUR 5,000.00 per damage event.

1.5 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) under the German Product Liability Act, (iii) due to maliciously concealed defects, (iv) due to defects in respect of which a guarantee of quality has been given (the liability provisions and limitation period resulting from the guarantee shall apply), (v) for injury to life, body or health or (vi) for gross negligence on the part of management bodies or executives of WIRELANE.

1.6 WIRELANE shall only be liable for the loss of data (i) within the scope of the above limitations of liability and (ii) if and to the extent that this loss could not have been avoided by appropriate data backup measures taken by the customer.

1.7 The above limitations of liability also apply to claims for damages by the customer against the management bodies, executives, employees or vicarious agents of WIRELANE.



- 1.8 Insofar as WIRELANE offers subsequent performance, this does not constitute an acknowledgment of a legal obligation to do so.
- 1.9 In the event of rectification of defects, the original limitation period relating to the product or service shall continue to run. The same applies in the event of delivery of a replacement product.
- 1.10 If the rectification finally fails, the customer may withdraw from the respective individual contract.

2. FORCE MAJEURE

- 2.1 The parties shall not be liable for and shall not be obliged to provide compensation for any damage suffered by the respective other party as a result of the occurrence of an event of force majeure.
- 2.2 A force majeure event is an act, event or circumstance, or a combination of acts, events or circumstances, that meets the following cumulative conditions:
- (i) the event is beyond the control of the parties
 - (ii) it could not have been avoided or remedied by the party concerned acting in a reasonable and prudent manner (including by taking reasonable precautions); and
 - (iii) it has the effect of preventing or delaying performance of the obligations of the affected party under the present contract.
- 2.3 The occurrence of a force majeure event shall result in the suspension of the performance of the obligations of the party affected by a force majeure event, without that party being liable for the failure to perform or defective performance of its obligations due to the event for the entire duration of the force majeure event.
- 2.4 Each party undertakes to notify the other party immediately of the occurrence of a force majeure event.

3. PROPERTY RIGHTS

- 3.1 WIRELANE shall remain the owner of all patents, copyrights and other industrial property rights in connection with the contractual services, in particular all patents, copyrights and other industrial property rights to the SaaS software and the WIRELANE systems.
- 3.2 The customer shall immediately notify WIRELANE in writing if any claims are made against them due to the infringement of the industrial property rights referred to in part G, clause 3.1.

4. PROVISIONS ON DATA PROTECTION

The parties are obliged to comply with applicable data protection laws, including the Federal Data Protection Act and the General Data Protection Regulation (EU) 2016/679.

5. SUBCONTRACTORS

WIRELANE is entitled to use sub-contractors at its own discretion to provide the services.



6. SET-OFF AND RIGHT OF RETENTION

Offsetting against or the exercise of a right of retention by the customer on the basis of disputed claims or claims which have not been legally established is excluded. The exercise of a right of retention by the customer is also excluded insofar as the asserted counterclaims are not based on the same contractual relationship.

7. ASSIGNMENT

7.1 The customer may not assign, in whole or in part, their rights and obligations without the prior written consent of WIRELANE.

7.2 WIRELANE is permitted to assign its rights and obligations, in particular to affiliated companies within the meaning of section 15 et seqq. of the German Stock Corporation Act (AktG).

8. CANCELLATION POLICY

8.1 Right of withdrawal

You can withdraw from this contract within 14 days without giving reasons. In order to meet the deadline, a clear declaration (e.g. in writing by letter or fax, by e-mail or by telephone) must be made to WIRELANE which clearly states that you wish to withdraw from the contract. For a withdrawal in text form, the withdrawal form accessible online via our website can be used. You are also free to formulate your own clear declaration to us instead of using this template. The withdrawal period is 14 days from the day on which you, or a third party other than the carrier designated by you, took or has taken possession of the goods (or the last goods, the last partial shipment or the last piece in the case of a contract for several goods of a single order or the delivery of goods in several partial shipments or pieces). Insofar as the goods have been produced in accordance with special requirements and specifications stipulated by you, we expressly refer to part G, clause 8.4. A right of withdrawal is excluded if the conditions specified there in more detail are met. The timely dispatch of the notice of withdrawal shall suffice to comply with the withdrawal period. The withdrawal must be addressed to:

WIRELANE GmbH, Prinzregentenplatz 15, 81675 Munich, Germany, Tel: +49 (0)681 992788.0, Fax: +49 (0)681 992788.10, e-mail: info@wirelane.com.

8.2 Consequences of the withdrawal

If you withdraw from this contract, we shall refund to you for all payments we have received from you, including delivery charges (except for any additional costs resulting from your choice of a different method of delivery from the low-cost, standard delivery option we offer), without delay and no later than 14 days from the date of receipt of the notice of your withdrawal. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you. We will not charge you any fee for the refund. We may refuse a refund until we have received the goods back or until you have provided proof that you have sent the goods back to us, whichever is earlier.

You must return the goods to us without delay and in any case within 14 days at the latest from the day on which you inform us of the cancellation of the contract. The deadline is met if you send the goods before the end of the 14-day period. You will be required to bear the regular costs



of the return shipment if the delivered goods correspond to the ordered goods and if the price of the goods to be returned does not exceed an amount of € 40, or if, in the case of a higher price of the goods, you have not yet provided the consideration or a contractually agreed partial payment at the time of the withdrawal. Otherwise, the return is free of charge. Goods that cannot be sent by parcel post will be collected from you.

You shall only be liable for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary for testing the nature, quality and functioning of the goods.

8.3 Services received

Insofar as WIRELANE provides services at your request during the withdrawal period, in particular examinations or establishment of the technical conditions required for the setting up and installation of the products at a location designated by you, you must pay an appropriate remuneration for this. Unless otherwise agreed, the remuneration for this will be based on your order and the acceptance by WIRELANE.

8.4 Exclusion and lapse of the right of withdrawal

The above right of withdrawal does not apply if the ordered goods are not prefabricated and an individual selection or determination by you was decisive for their production, or the goods are clearly tailored to your personal needs.

The right of withdrawal expires if the contract has been completely fulfilled by both parties at the request of the customer before the customer has exercised their right of withdrawal.

8.5 Withdrawal form template

If you wish to withdraw from a contract concluded with WIRELANE, you can do so using the following form:

I, [your name], hereby withdraw from the following contract concluded with Wirelane GmbH:

Title/description of the contract:

Order number:

Ordered on / goods received on:

Your postal address:

Your e-mail address:

Date of your letter:

Your signature:

Please send your letter to the following address:

Wirelane GmbH, Prinzregentenplatz 15, 81675 Munich, Germany
Fax: +49 (0) 681 992 788.10
E-mail: info@wirelane.com



9. AMENDMENTS, WRITTEN AND TEXT FORM

- 9.1 Without prejudice to part A, clause 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.
- 9.2 The customer will be informed of any amendments and additions to the GTC and service descriptions pursuant to this clause by WIRELANE in writing or by e-mail at least four (4) weeks before they take effect. They shall be deemed approved if the customer does not object in writing or text form within two (2) weeks after receipt of the notification. WIRELANE will inform the customer separately of this legal consequence in the notification.
- 9.3 Insofar as written or text form is required in these GTC, this also includes any form of electronic communication, in particular, but not exclusively, via e-mail and transmission via fax.
- 9.4 In all other respects, amendments and supplements to the GTC and service descriptions must be made in writing to be effective. This also applies to the cancellation or waiver of the requirement for the written form.

10. APPLICABLE LAW, PLACE OF JURISDICTION, SEVERABILITY CLAUSE

- 10.1 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).
- 10.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the GTC and individual contracts is the registered office of the defendant party.
- 10.3 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

Withdrawal form

If you wish to revoke a contract concluded with WIRELANE GmbH, please fill out this form and return it to the following address:

Wirelane GmbH, Prinzregentenplatz 15, 81675 Munich

Fax: +49 (0) 681 992 788.10

E-Mail: info@wirelane.com

I, _____, hereby revoke the following contract concluded with Wirelane GmbH:

Description of the contract: _____

Order number: _____

Ordered on / Received on: _____

Your address _____

Your e-mail-address: _____

Date: _____

Your signature:

Once you have completed this form in full, please send it to Wirelane GmbH at the address given above.