

General Terms and Conditions of the Electric Car Charger Rental Contract



Valid from 01.01.2024

1. GENERAL PROVISIONS

- 1.1. These general terms and conditions of the electric car Charger rental Contract (hereinafter: the **"General Conditions"**) set out the terms and conditions of the electric car Charger rental contract (hereinafter: the **"Contract"**) between the Lessee and the Lessor and form an integral part of the Contract.
- 1.2. The Lessee and the Lessor are hereinafter also jointly referred to as the Parties and separately as the Party.
- 1.3. The Contract consists of the following documents:
 - 1.3.1. the **Rental offer**;
 - 1.3.2. General Conditions;
 - 1.3.3. the Price list available on the website of Enefit Volt.
- 1.4. Under the Contract, the Lessee:
 - 1.4.1. rents the electric car charger specified in the Rental offer (hereinafter: the **"Charger"**);
 - 1.4.2. rents the necessary Devices (eg fuses) that go with the Charger specified in the Rental offer;
 - 1.4.3. buys the redeemable Devices that go with the Charger specified in the Rental offer (hereinafter: **"Accessory"**).
- 1.5. Hereinafter:
 - 1.5.1. the Charger and the Devices mentioned in clause 1.4.2 are collectively referred to as the **"Rental Device"**;
 - 1.5.2. the Rental Device and the Accessory are collectively referred to as the **"Device"**.
- 1.6. In case of conflict between the terms set out in the Rental offer and the terms set out in the General Conditions, the Parties must first refer to the terms of the Rental offer and then the terms of the General Conditions.
- 1.7. After the conclusion of the Contract at the latest, the Parties agree on the time of installation of the Device, which is no later than 30 days within the conclusion of the Contract, unless the Parties agree on another deadline.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. Rights and obligations of the Lessor:

- 2.1.1. The Lessor installs the Device specified in the Rental offer at the location specified in the Rental offer, performs the work necessary for the commissioning of the Device and transfers the Device to the Lessee.
- 2.1.2. The Lessor has the right to erect auxiliary structures (supports, fencing, shelters etc) to install the Device and is obliged to demolish and/or remove any erected auxiliary structures, unless otherwise agreed.
- 2.1.3. During the installation, the Lessor adjusts the nominal power of the Charger based on the parameters provided by the Lessee and, if necessary, interfaces the authorisation card(s) included in the Charger kit with the Charger.
- 2.1.4. In order to enable remote management and additional functions of the Device, the Lessor activates the SIM card or network connection.

- 2.1.5. After installing the Device, the Lessor removes all waste generated in the installation of the Device and eliminates any damage caused by the Lessor during the installation.
- 2.1.6. The Lessor maintains and operates the Charger in accordance with the Lessor's regulations and the manufacturer's instructions.
- 2.1.7. In the event of Charger malfunctions, the Lessor restores the Charger to working order or replaces the Charger with a working Charger at their own expense and within a reasonable timeframe, except in the case specified in clause 2.2.10, in which case the cost of restoration or replacement is borne by the Lessee.
- 2.1.8. In order to ensure the Rental Device is in working order, the Lessor has the right to inspect the condition of the Rental Device and to perform remote technical supervision, ie monitoring, of the Rental Device, with the aim of preventing potential malfunctions of the Rental Device and to ensure its consistent working order.
- 2.1.9. The Lessor's activities referred to in the Contract are carried out by the Lessor or a person or persons authorised by them, and the Lessor also has the right to use subcontractors to install, maintain, inspect and dismantle the Device.

2.2. Rights and obligations of the Lessee:

- 2.2.1. The Lessee provides the Lessor detailed information about the installation site and the electrical installation to which the Device is to be connected.
- 2.2.2. The Lessee ensures that the electrical installation to be connected to the Device complies with the requirements agreed upon and set out in legislation.
- 2.2.3. The Lessee allows the Lessor to install the Device at the installation site of the Device specified in the Rental offer, including providing the necessary access. Upon the entry into force of the Contract, the Lessee is deemed to have given the Lessor and the person authorised by them the consent necessary for the performance of the Contract to use the installation site of the Device. If the installation site of the Device is not owned by the Lessee or if there are other owners in addition to the Lessee, the Lessee obtains all the consents required to perform the Contract before the installation of the Device is commenced. The Lessee undertakes to ensure that the installation site of the Device is usable by the Lessor and the person authorised by them for the performance of the Contract throughout the validity of the Contract.
- 2.2.4. The Lessee obtains all the permits and approvals (the building notice/building permit, the consent of the apartment association etc) required to install and use the Device before the installation of the Device is commenced. The transfer of the Device is documented in an instrument of delivery and receipt. If the Lessee fails to sign the instrument of delivery and receipt within three business days of its submission and the Lessee has not submitted any complaints to the Lessor regarding deficiencies in the

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Device/installation, the Device/installation is deemed to have been transferred to the Lessee.

2.2.5. The Lessee undertakes to ensure access to the Lessor within a reasonable timeframe to maintain the Device, check its condition or dismantle it. The Lessor informs the Lessee in advance of the need to maintain the Device, check its condition or dismantle it.

2.2.6. The Lessee must not relocate, enhance, upgrade, dismantle or otherwise modify the Rental Device, including the settings of the Rental Device, without the Lessor's written consent.

2.2.7. The Lessee must not remove any codes or other identifying information from the Device.

2.2.8. The Lessee must refrain from activities that could have an adverse impact on the condition and intended use of the Device.

2.2.9. The Lessee must immediately inform the Lessor of all malfunctions, damage and other issues of the Device of which they are aware.

2.2.10. The Lessee is liable for damage to or the destruction of the Rental Device caused by the action or inaction of the Lessee. The Lessee is not liable for the normal wear and tear, deterioration in the condition and changes of the Rental Device arising from the Contractual use of the Rental Device.

2.2.11. The Lessee must seek the advance approval of the Lessor for any activities that may involve the temporary dismantling or relocation of the Charger. The dismantling and reinstallation of the Charger are carried out by the Lessor or under the supervision of the Lessor. The Lessee must pay for this work based on the costs incurred.

2.2.12. The Lessee complies with all the justified and lawful instructions and orders issued by the Lessor regarding the fire safety, general rules for use and maintenance of the Device, immediately notifies the Lessor of any breakdowns, fires etc at the installation site of the Device, and takes immediate measures to prevent possible damage from such accidents and to eliminate the consequences of such accidents.

2.2.13. Upon agreement of the Parties, the Lessee has the right to request the Lessor to replace the Device with a newer one. If the Device is to be replaced, the Lessee pays a replacement fee, which is agreed with the Lessee before the replacement of the Device.

3. REMUNERATION

3.1. The Lessee undertakes to pay pursuant to the Rental offer and the Price list:

3.1.1. the rental fee, which is calculated from the transfer of the Device to the Lessee;

3.1.2. the price of the Accessory if the Lessee has ordered.

3.2. The Lessee pays the transport fee:

3.2.1. In case of installation of the Device, if the transport fee is indicated in the Rental Offer;

3.2.2. according to the Price list:

3.2.2.1. if the Lessee (or his authorized adult representative) was not at the place of installation of the Device at the agreed time or there was another reason arising from the Lessee or his representative, which prevented the installation of the Device at the agreed time.

3.2.2.2. in case of Device maintenance;

3.2.2.3. in case of disassembly of the Device.

3.3. If, during the installation of the Device, it appears that the Lessee has made an error in the information regarding the installation or if they change their mind about the installation site of the Device etc, leading to the postponement of the installation of the Device, the Lessee undertakes to pay the resulting costs (eg transport and hourly rate for work) based on the Price list. If necessary, the Parties agree on a new time of installation, which is no later than within 30 calendar days of the initial installation time, unless the Parties agree on a longer deadline.

3.4. The cost of standard installation of the Device is included in the rental fee and is not payable separately if the Lessee uses the Device for at least five (5) years. The terms of standard installation are set out in the Rental offer. The Lessor may offer a range of standard installation packages. The standard installation package selected by the Lessee is indicated in the Rental offer. The Lessor has the right to charge an additional fee for additional installation work (including additional material) not included in standard installation. Additional installation work and the additional fee are agreed with the Lessee before the additional work is carried out.

3.5. The Lessor issues an invoice for the rental fee once per month within the first 12 (twelve) calendar days of the month following the settlement period. Invoices are sent to the Lessee's email address, unless otherwise agreed.

3.6. The Accessory, additional installation work and transport ordered before installation are invoiced by the Lessor after they are ordered by the Lessee.

3.7. The Accessory, additional installation work and other costs, the need for which becomes apparent during the installation are invoiced by the Lessor after the installation.

3.8. If the Lessee opts out of the installation of the Device, the Lessor has the right to invoice the costs already incurred, unless the Lessee opts out of the installation before the installation date.

3.9. Clauses 3.5-3.7 are informative and do not limit the Lessor's right to issue invoices later or to send repeat invoices for late payments.

3.10. The Lessee pays the invoice to the Lessor's bank account within 14 days of the date the invoice was issued, unless the Parties have agreed on a different payment deadline. If the Lessee uses another service (or other services) of the Lessor, their fees are shown on a single invoice at the Lessee's request.

3.11. Failure to receive the invoice does not release the Lessee from paying the rental fee and the default interest on late payment.

3.12. The Lessor has the right to refuse to install the Device and transfer it to the Lessee if the Lessee has not paid the invoices in time.

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- 3.13. If the Lessee cancels the Contract within five (5) years of the installation of the Device, the Lessee is obliged to pay the Lessor the residual cost of the standard installation of the Device, unless the cancellation is due to a material breach of the Contract by the Lessor. The residual cost of the standard installation is set out in the Price list valid at the time of submission of the Rental offer.
- 3.14. If the Lessor cancels the Contract within five (5) years of the installation of the Device due to a material breach of the Contract by the Lessee, the Lessee is obliged to pay the Lessor the residual cost of the standard installation of the Device.
- 3.15. The fee is deemed to be paid on the day it is received in the Lessor's bank account. The amount received is used to cover first the costs incurred (eg debt collection costs), default interest and then Contractual fees. Contractual fees that became due earlier are deemed to be paid before Contractual fees that became due later.
- 3.16. In the event of changes in value-added tax, the Contractual fees may also change accordingly.

4. OWNERSHIP

- 4.1. The Rental Device is connected to the installation site of the Device (hereinafter: the "**Registered immovable**") for transitory purposes and does not become an essential part of the Registered immovable or the right of superficies.
- 4.2. Where necessary, the Lessee informs third Parties of the fact that the Rental Device belongs to the Lessor and is not an essential part of the Registered immovable or the right of superficies.
- 4.3. The Lessee has the right to transfer its Contractual rights and obligations to a third Party (eg the new owner of the Registered immovable) only with the Lessor's consent.
- 4.4. Ownership of the Accessory is transferred to the Lessee upon the transfer of the Accessory.
- 4.5. Ownership of the devices referred to in clause 1.4.2 is transferred to the Lessee at the end of the Contract.

5. VALIDITY AND AMENDMENT OF THE CONTRACT

- 5.1. The Contract is deemed to be entered into once the Lessee confirms the Rental offer by email. The Contract is entered into for an indefinite term.
- 5.2. The Lessee has the right to cancel the Contract ordinarily (without advance notice) at any time before the installation of the Device. In this case, the fees paid by the Lessee under the Contract are refunded to them.
- 5.3. Following the installation of the Rental Device, the Lessee has the right to terminate the Contract in respect of the Rental Device by giving 30 (thirty) days' notice.
- 5.4. A Lessee, who is a natural person, has in addition the right, without observing the period of notice and giving any reason, within 14 days of:

- 5.4.1 entering the Contract to withdraw from the Contract or
- 5.4.2. transfer of the Accessory to withdraw from the purchase of the Accessory.

To withdraw from the Contract under clause 5.4, the Lessee must email the Lessor the corresponding statement, which should contain the following information:

"To: Eesti Energia AS, info@enefitvoltage.com.

I hereby wish to withdraw from the electric car charger rental Contract / to withdraw from the purchase of the Accessory (please specify the Accessory).

Name of client

Address of client

Date".

- 5.5. The Lessee has the right to terminate the Contract extraordinarily if Lessor is in material breach of their contractual obligations.
- 5.6. Upon the cancellation of the Contract after the installation of the Device, the Lessee is obliged to pay:
- 5.6.1. the rental fee based on the duration of use of the Rental Device;
- 5.6.2. the residual cost of the standard installation, if clause 3.13 or 3.14 apply.

5.7. The Lessor has the right to terminate the Contract extraordinarily by giving seven (7) business days' notice to the Lessee, if:

- 5.7.1. the Lessor is unable to install the Rental Devices;
- 5.7.2. the Lessor is unable to ensure the necessary network connection for the Device;
- 5.7.3. the Lessee is in material breach of their contractual obligations, e.g the obligation to pay the rental fee. The obligation to pay the rental fee is materially breached if the Lessee is in arrears on a substantial part of the payments of two (2) consecutive calendar months or if they have failed to pay the amount corresponding to three months' rental fee;
- 5.7.4. the Device or a part thereof is destroyed or damaged, including due to the actions of third parties or force majeure.

5.8. The Lessor also has the right to disconnect the Rental Device remotely if the Lessee is in debt to the Lessor.

5.9. Upon termination of the Contract, the Lessor dismantles the Charger. The Lessor does not dismantle the devices referred to in clause 1.4.2 at the end of the Contract. If the dismantling of the Charger is prevented by circumstances not dependent on the Lessor, the Lessor has the right to dismantle the Charger not later than three weeks after the effects of the impeding circumstances have ceased. The Lessor is under no obligation to carry out any repair work at the installation site of the Charger after the dismantling of the Charger.

5.10. The Contract may be amended in writing or in a format reproducible in writing by agreement of the Parties or on other grounds established in the Contract or the General Conditions.

5.11. The Lessor has the right to unilaterally amend the General Conditions and the Price list (hereinafter jointly: the amendments) by notifying the Lessee by email at least one (1) month before the amendments enter into force. The aforementioned notification period does not apply in the case of insignificant amendments and amendments to the General Conditions/the Price list that are

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more favourable for the Lessee, and the Lessee may be informed of such amendments via the Lessor's website.

5.12. Amendments to the Price list are based on changes in the circumstances on the basis of which the price, rate or package were established (the consumer price index, labour or other input costs, the scope, parameters or content of the service, the general market situation, provision of a better Device etc) or on other significant circumstances which make price changes necessary and justified.

5.13. Amendments to the General Conditions are based on technical or substantial developments in the rental service, including the discontinuation, modification or updating of a technical solution, the creation of additional or improved opportunities for the Lessee to use the rental service, or the need to specify the circumstances related to the provision or use of the rental service.

5.14. If the Lessee does not agree to the amendments, they have the right to cancel the Contract by notifying the Lessor by email within one (1) month of the date they were notified of the amendments. Cancellation of the Contract does not release the Lessee from the obligation to perform their Contractual obligations incurred up to the cancellation of the Contract, and the General Conditions hitherto applicable apply to the Lessee as to the performance of these obligations.

5.15. If the Lessee does not cancel the Contract within one (1) month of being informed of the amendments, they are deemed to have accepted the amendments.

6. CONFIDENTIALITY

6.1. Confidential information (hereinafter the "**Confidential information**") is any information learned by a Party, including the Party's representative, while entering into and performing the Contract, regardless of the form, context or medium through which the information was acquired.

6.2. Confidential information is not information that:

6.2.1. regardless of the actions or inactions of the Party (or their representative) receiving the information, is or becomes publicly known without breach of the Contract.

6.2.2. was in the possession of the Party (or their representative) receiving the information or was lawfully made known to that Party by a source who did not have an obligation of confidentiality to the other Party in respect of that information.

6.3. The Parties undertake to:

6.3.1. keep the Confidentiality of confidential information during the term of the Contract and indefinitely after the termination of the Contract for any reason;

6.3.2. use Confidential information only for the purposes of performing the Contract.

6.4. The Parties have the right to disclose Confidential information to their representatives for the purposes of performing the Contract, provided that:

6.4.1. the representative is disclosed Confidential information only to the extent necessary for the representative to perform the Contract;

6.4.2. the Party has entered into a confidentiality agreement with the representative;

6.4.3. the representative has been informed about the nature of the Confidential information.

6.5. The Parties ensure that the representatives of the Parties comply with the Parties' obligation of confidentiality under this Contract.

6.6. The representative of the Party is:

6.6.1. a Party's employee, member of a management body, or subcontractor;

6.6.2. an undertaking belonging to the same group of undertakings as the Party and an employee, a member of the management body, or subcontractor of said undertaking;

6.6.3. any other natural or legal person acting on behalf of a Party or an undertaking belonging to the same group of undertakings as the Party.

6.7. The Parties have the right to disclose Confidential information in cases set out in legislation. If a Party is obliged by law to disclose Confidential information of the other Party, they must make a reasonable effort to inform the other Party of such disclosure at least 10 (ten) business days in advance, limit the extent of Confidential information to be disclosed as much as possible and disclose Confidential information only to the extent required by law.

6.8. The Parties have the right to disclose the fact of having entered into a Contract.

7. LIABILITY OF THE PARTIES

7.1. The Party is liable for damage caused to the other Party by non-performance or improper performance of the obligations arising from the agreement. In the event of a breach of the Contract, the Party has the right to exercise all remedies arising from law and the Contract, provided that the simultaneous use of remedies does not conflict with law.

7.2. The Party is liable for the action and inaction of subcontractors involved in the performance of the Contract just as they are liable for their own action and inaction.

7.3. The Party compensates the other Party for the direct material damage caused by the breach of their obligations under the Contract. Loss of income and non-patrimonial damage is not subject to compensation.

7.4. The Lessor is not liable for exceeding the agreed deadlines if it is due to:

7.4.1. the action or inaction of the Lessee, including the Lessee's instructions;

7.4.2. delays not caused by the Lessor in applying for the permits/approvals required for the installation of the Device.

7.5. Breach of contractual obligations is excusable if it was caused by force majeure. Force majeure is a circumstance which could not be influenced by the Party and which, at the time of the conclusion

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of the Contract, the Party could not reasonably have been expected to take into account or avoid or overcome or the consequences of which they could not reasonably have been expected to overcome.

7.6. The Party whose performance of the Contract is hindered by force majeure is obliged to immediately notify the other Party thereof.

7.7. If the Lessee delays payment of the invoice, the Lessor has the right to claim:

7.7.1. a default interest from a Lessee who is a legal person in the amount of 0,2% of the amount due for each day of delay until the payment of the amount due in full;

7.7.2. a default interest from a Lessee who is a natural person in the amount of 0,066% of the amount due for each day of delay until the payment of the amount due in full;

The default interest is calculated from the day following the due date and ends on the day of payment of the amount due (included).

7.8. If the invoice is not paid by the due date, the Lessor has the right to send a reminder to the Lessee at the price specified in the Price list of the Lessor.

7.9. If the Lessor identifies significant deterioration in the condition of the Rental Device that is beyond the normal wear and tear of the Rental Device and changes arising from the Contractual use of the Rental Device, the Lessor has the right to claim from the Lessee reimbursement of the cost of repairing the Rental Device. If repairing the Charger is impractical or if the Charger is lost during the Lessee's use of it or if the Lessee does not enable the return of the Charger within a reasonable timeframe (clause 8.3 of the Contract) at the end of the Contract, the Lessor may claim compensation for the residual cost of the Charger based on the Price list valid at the time of the Rental offer. The Charger's residual cost decreases in accordance with the Price list for each year the Charger is used. Compensation for the value of the device referred to in clause 1.4.2 is based on law.

8. TRANSFER OF THE DEVICE AT THE END OF THE CONTRACT

8.1. The Lessor dismantles the Charger no later than within 14 (fourteen) days of the end of the Contract, unless the Parties agree on a longer deadline. The Lessee must cooperate in every way (in particular by providing access to the Charger) to allow the Lessor to dismantle the Charger on time.

8.2. The return of the Charger is recorded in a document.

8.3. If the Lessee, without good reason, does not allow the Lessor to dismantle the Charger (eg does not allow the Lessor and their representative access to the Charger or otherwise prevents the dismantling) and does not return the Charger within a reasonable period of time, but no later than 50 (fifty) days of the end of the Contract, the Lessor has the right to claim compensation from the Lessee for the residual cost of the Rental Device pursuant to clause 7.9.

8.4. Clause 8.3 does not eliminate the Lessee's possibility to return the Charger after 50 days from the end of the Contract. Returning the Charger releases the Lessee from the obligation to pay the residual cost of the Device pursuant to clause 8.3, but the Lessee

is obliged to pay the rental fee for the Device for the period during which the Charger was in the Lessee's possession from the termination of the Contract until its return.

9. NOTIFICATION PROCEDURE

9.1. Notices and questions related to the Contract are sent by the Lessee to info@enefitvoltage.com. The Lessee is obliged to inform the Lessor immediately of any changes to their contact details.

9.2. In the event of a change in the contact persons or their details, the Parties do not enter into an agreement to amend the Contract, but notify each other of any change in such details by e-mail.

9.3. Notices, confirmations, claims and other communication (hereinafter: the notice) sent under the Contract are formalised at least in a form reproducible in writing, unless otherwise stated in a particular clause of the Contract.

9.4. A notice submitted under the Contract is deemed to have been properly submitted if it has been prepared in Estonian and sent by e-mail, in which case it is deemed to have been received by the other Party upon sending of the e-mail, if this occurs on a working day between 09:00 and 17:00 and otherwise at 09:00 on the first working day following the day of sending, unless a notice of non-delivery of the e-mail has been received from the server and the notice has been sent to the other Party's e-mail address or the other Party's contact person at the e-mail address of that contact person.

10. FINAL PROVISIONS

10.1. The Parties declare that by entering into the agreement they have not violated any provision of law, rules or regulation, or other legislation applicable to them, or any of the obligations assumed by them under previously concluded Contracts and agreements, and that they have the necessary authorisations, licence and competence to enter into the agreement under the terms and conditions and procedure stipulated herein.

10.2. Terms and definitions used in the Contract in the singular also mean the plural and vice versa, unless the text or meaning of the Contract provides otherwise.

10.3. If a provision of the Contract is found to be void in whole or in part due to non-compliance with the law of the Republic of Estonia, the validity of the remaining provisions or parts thereof will not be affected. The Parties must do their utmost to replace the invalid provision with a valid provision, which corresponds to the content and purpose of the Contract.

10.4. If a Party is forced to incur expenses (including expenses for the assignment of the right of claim) in order to recover the debt from the other Party, the other Party undertakes to reimburse all expenses incurred in recovering the debt. Of the amounts paid to cover the debt, first the interest on arrears is deemed to have been paid, then the expenses related to collecting the debt (including legal costs) and finally the principal debt.

10.5. The Lessor processes the Lessee's personal data in accordance with the Lessor's policy on customer data processing, which is available on the Lessor's website <https://www.energia.ee/et/avaleht>.

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10.6. All disputes arising from the Contract will be resolved by the Parties through negotiation.

10.7. Disputes arising from the Contract which cannot be settled by agreement of the Parties are settled in a court of the Lessee's place of residence or location on the basis of the legislation of the Republic of Estonia. If, after entering into the Contract, the Lessee settles abroad or transfers their place of business or registered office abroad or if the Lessee's place of business, residence or registered office is not known at the time of filing the action, the dispute will be settled in a court of the Republic of Estonia on the basis of the legislation of the Republic of Estonia. The aforementioned does not preclude the right of the Parties to submit an application for an expedited payment order procedure in accordance with the jurisdiction provided for such proceedings.