

General terms and conditions of SMATRICS regarding the charging of vehicles Status 31 January 2023

1. Elements of the contract and amendment of the GTC

- 1.1. The provisions of the offer form and the appendices, any written agreements in individual cases and the General Terms and Conditions of Business (GTC) of SMATRICS in force at the time shall apply. These provisions are also referred to collectively as the "Contract".

Any terms and conditions of the Customer shall not apply. With the conclusion and execution of a contract concluded on the basis of these GTC, the application of the Customer's terms and conditions is excluded.

- 1.2. SMATRICS is entitled to amend the contract towards **Customers who are consumers within the meaning of the Consumers Protection Act (in german: „Konsumentenschutzgesetz“)**. Amendments to the points 2 (Subject matter of the contract and preconditions for the performance of the contract), 6 (Other provisions on charges and billing), 7 (Contractual penalty and blocking of online access) and 12 (Term of contract, termination) are, however, only permissible if they exclusively benefit the Customer or are made with the express consent of the Customer or on the basis of corresponding legal or official requirements.

The Customer shall be notified of changes in writing. Should the Customer notify SMATRICS in writing within two weeks of notification of the Customer that he does not accept the amendment, the contract shall end on the last day of the month following a period of two weeks from receipt of the objection. If the Customer does not object within this period, the new contract shall take effect on the date announced in the notification, which may not be earlier than the date of dispatch of the notification. The Customer will be informed separately in the written notification of the significance of his conduct and of the legal consequences that will occur. In the event of an objection, however, the Customer shall continue to be obliged to fulfil all obligations arising up to the termination of the contract.

- 1.3. SMATRICS is entitled to amend the contract towards **Customers who are not consumers within the meaning of the Consumers Protection Act**. Changes to the charges are permissible within the scope of the point 1.5 and regulated therein.

SMATRICS shall notify the Customer in writing of any amendments to the contract and at the same time give notice of termination. Should the Customer notify SMATRICS in writing within two weeks of notification of the Customer that he does not accept the change, the contract shall end on the last day of the month following a period of two weeks from receipt of the objection. If the Customer does not object within this period, the new contract shall take effect on the date announced in the notification, which may not be earlier than the date of dispatch of the notification. The Customer will be informed separately in the written notification of the significance of his conduct and of the legal consequences that will occur. In the event of an objection, however, the Customer shall continue to be obliged to fulfil all obligations arising up to the termination of the contract.

- 1.4. Changes to the contact information (such as, in particular, 24-hour Customer hotline, addresses, contact persons,

bank details) and other information required for the execution of the contract and specified in the contract do not constitute changes to the GTC or the contract. Such changes can be communicated to the Customer in writing. Changes of the roaming partners or their tariffs are also no changes of the contract.

- 1.5. Changes in charges shall be notified in writing to **Customers who are not consumers within the meaning of the Consumers Protection Act**, with simultaneous provision of a change notice by SMATRICS. Changes to the charges are only permissible for a period after the expiry of a waiver of notice (expiry of the minimum term). Should the Customer notify SMATRICS in writing within two weeks of notification that he/she does not accept the new charges, the contract shall end on the last day of the month following a period of two weeks from receipt of the objection. If the Customer does not object within the two-week period, the amended charges shall become effective as of the date announced in the notification - which may not be earlier than the date of dispatch of the notification - and the contract shall be continued at the amended charges. The Customer shall be informed separately in the written notification of the significance of his conduct and of the legal consequences that will occur.

2. Subject matter of the contract and preconditions for performance of the contract

- 2.1. The subject of the contract are the products and services described in the offer form.
- 2.2. The provision of network services and / or electricity supply activities and / or telecommunication services are not the subject matter of the contract. The Customer shall be responsible for compliance with the network conditions, the conditions of the telecommunication service providers and other relevant contracts and applicable technical standards in connection with the provision of services by SMATRICS. The services of SMATRICS require a valid network access and a valid electricity supply as well as - with regard to the SMATRICS mobile app - a valid internet connection. Liability on the part of SMATRICS (poor or non-performance, damages, etc.) is therefore excluded in cases of insufficient power supply, network service or telecommunications services (see also section 10.1).

3. SMATRICS charging stations

- 3.1. SMATRICS reserves the right to change the number and location of public SMATRICS charging stations and SMATRICS roaming partners for compelling economic and/or technical reasons.

Information on the current locations of SMATRICS charging stations and SMATRICS roaming partners is available online (www.smatrics.com), via the SMATRICS mobile app for Android and iOS and via the 24-hour Customer hotline number +43 (0) 5 03 13 51 855.

- 3.2. The Customer is only entitled to use a free SMATRICS parking space for charging a vehicle. Blocking SMATRICS charging stations or SMATRICS parking spaces is not permitted. Reservations are only permitted by SMATRICS.
- 3.3. SMATRICS is entitled to terminate the charging process remotely and to unlock plugs or sockets of SMATRICS

charging stations remotely if charging is no longer taking place or if the charging regulations are not being observed.

3.4. The Customer is obliged to comply with the following loading regulations:

- 3.4.1. The road traffic regulations, the parking regulations and the traffic regulations must be observed.
- 3.4.2. The SMATRICS parking space at the SMATRICS charging station must be vacated no later than 15 minutes after the end of the vehicle charging process and must not be used for any other purpose.
- 3.4.3. The SMATRICS charging instructions must be followed.
- 3.4.4. The SMATRICS charging stations, charging cables and any seal attached to the SMATRICS charging station must not be damaged. Damage to the SMATRICS charging stations, the charging cables or the seals must be reported by the Customer to SMATRICS without delay.
- 3.4.5. Charging cables at SMATRICS charging stations must be handled in such a way that they do not pose a risk to other persons or property. In particular, a cable permanently attached to the SMATRICS charging station must be properly stowed away in the device provided for this purpose after the charging process.
- 3.4.6. SMATRICS shall not assume any liability for cables, connectors, adapters, etc. of the Customer. Furthermore, SMATRICS does not assume any warranty for the proper function of the load when using non-standard cables, connectors, adapters, etc.
- 3.4.7. The Customer password for the SMATRICS mobile app and/or the SMATRICS website must be kept safe. The Customer shall ensure that the Customer password is used exclusively by the Customer for the vehicle.
- 3.4.8. The SMATRICS charging stations may only be used by the Customer during the designated opening hours. Use outside the opening hours is not permitted and is at the Customer's own risk.

4. "24h Customer hotline"

- 4.1. Customers can call the 24-hour Customer hotline (+43 (0) 5 03 13 51 855) every day for help with technical problems and information, in particular on
 - 4.1.1. (Mis)operation of SMATRICS charging stations or wallboxes;
 - 4.1.2. Announcement of the address of the nearest public SMATRICS charging station;
 - 4.1.3. Information on contract contents and invoices;
 - 4.1.4. Products and offers;
 - 4.1.5. Remote unlocking (remote unlocking).
- 4.2. Written enquiries can also be sent to info@smatrics.com at any time and will be dealt with during normal office hours.

5. "SMATRICS Mobile App"

- 5.1. On the SMATRICS app for Android and iOS, which is available in the App Store and via Google Play, Customers

can find the following services on their smartphone, which can be adjusted or expanded at any time:

- 5.1.1. Display of SMATRICS charging stations throughout Austria;
- 5.1.2. Transmission of detailed information on SMATRICS charging stations such as exact location, opening hours, charging speed etc.;
- 5.1.3. Product information and news about SMATRICS;
- 5.1.4. Charging instructions for charging at SMATRICS charging stations;
- 5.1.5. Route planning and navigation to the selected SMATRICS charging station;
- 5.1.6. Information about availability and status of SMATRICS charging stations (free/occupied);
- 5.1.7. Activation of SMATRICS charging stations by the Customer from the personalized Customer area.

6. Other provisions on charges and billing

- 6.1. All stated fees are gross prices (including 20 % VAT), unless explicitly stated otherwise.
- 6.2. Not included in the stated charges are other taxes, levies, surcharges, fees, contributions, other costs which unavoidably arise in connection with the performance of the contract and which SMATRICS is or will be obliged to incur and/or bear on the basis of statutory or official provisions (such as costs arising from the Federal Energy Efficiency Act). SMATRICS shall be entitled to charge these costs to the Customer - irrespective of their existence / amount upon conclusion of the contract.
- 6.3. Upon termination of the contract, any credit balances or shortfalls shall be refunded or become due for payment. SMATRICS shall be entitled to charge the Customer for services (such as charging from public SMATRICS charging stations) used by the Customer or by a person attributable to the Customer (such as the user of a SMATRICS charging card provided by the Customer, the Customer's online access data) after the end of the contract. The Customer shall pay the amount corresponding to the charges publicly offered by SMATRICS for these services at the time the service is used. If the service used is not offered or is no longer offered, the publicly offered charges for the service that most closely corresponds to the service used shall apply. SMATRICS shall be entitled to charge the Customer damages in excess of these charges without prejudice to a contractual penalty pursuant to section 7 insofar as these are the fault of the Customer.
- 6.4. Objections to the correctness of invoices must be made in writing to SMATRICS within one month of receipt of the invoice, otherwise the invoice amount shall be deemed accepted. Objections must be raised in writing. The Customer undertakes to assist in clarifying objections. Objections shall not prevent the full invoice amount from becoming due.
- 6.5. The Customer shall not be entitled to set off claims of SMATRICS against his own claims. The right of consumers within the meaning of the Consumers Protection Act to set off their liabilities by offsetting shall remain unaffected in the event of insolvency of SMATRICS or for counterclaims which are legally related to the liability of the consumers, which have been determined by a court or which have been acknowledged by SMATRICS.

6.6. In the event of culpable default of payment by Customers who are consumers within the meaning of the Consumers Protection Act, SMATRICS shall be entitled to charge default interest in the amount of 5 percentage points per year. In case of delayed payment by entrepreneurs, 9.2 percentage points above the respective base interest rate shall be charged. SMATRICS shall be entitled to charge the Customer for any damage caused by default in excess of this default interest.

7. Contractual penalty and blocking of online access

7.1. If, in the case of contracts with vehicle commitment (contract vehicle), a vehicle other than the contract vehicle is charged contrary to this contract using the online access provided for this contract (by means of the SMATRICS mobile app or the SMATRICS website) and/or SMATRICS charging card (e.g. because the Customer passes on his charging card without authorization or does not report a loss immediately), SMATRICS shall be entitled to levy three times the network charge in the amount applicable to the selected tariff in addition to the charging fees incurred as a result (contractual penalty). In the event that the selected tariff does not include a network charge, the contractual penalty under this point shall amount to EUR 10.00. The contractual penalty shall be offset against any claim for damages by SMATRICS.

7.2. If, in the case of contracts with vehicle commitment (contract vehicle), a vehicle other than the contract vehicle is charged with the online access provided for this contract (via the SMATRICS Mobile App or the SMATRICS website) and/or SMATRICS charging card (e.g. because the Customer passes on his SMATRICS charging card without authorization or does not report a loss immediately), SMATRICS shall be entitled to block the online access via the SMATRICS Mobile App and the SMATRICS website for the duration until payment of the contractual penalty pursuant to item 7.1 to block. SMATRICS shall inform the Customer without delay prior to blocking online access and indicate under which conditions, in particular the payment of the contractual penalty pursuant to item 7.1 online access via the SMATRICS mobile app and the SMATRICS website will be reactivated.

8. Customer data, consent to e-mail traffic

8.1. The Customer is obliged to inform SMATRICS in writing without delay of any changes to his company, name, address, billing address, bank details, telephone number, e-mail address and, in the case of contracts with a vehicle commitment: Details of the contract vehicle, as well as any other data required for the execution of the contract, without delay in writing. Notifications and declarations by SMATRICS to the Customer may be sent with legal effect to the Customer data (address and / or e-mail address and / or fax number) last provided by the Customer to SMATRICS.

8.2. The Customer agrees to the transmission of notifications / declarations / and invoices by SMATRICS in electronic form to the e-mail address provided by the Customer. The Customer waives delivery in paper form by post or fax.

9. Crediting as energy efficiency measure

9.1. The Customer shall transfer the energy efficiency measure set by the purchase or the use of the products and services of SMATRICS and the evidence thereof to SMATRICS free of charge for crediting within the meaning of the Energy Efficiency Act (in German: „Energieeffizienzgesetz“). The Customer agrees that the energy efficiency measure and the evidence thereof may be used and transferred for

crediting as an energy end-use efficiency measure. The Customer undertakes to provide any necessary declarations of consent to the onward transfer and/or crediting. The Customer undertakes not to transfer the energy efficiency measure and its evidence to anyone other than SMATRICS.

10. Liability and compensation

10.1. Liability is unlimited in the event of gross negligence or intent. The liability of SMATRICS for slight negligence - with the exception of personal injury - shall be limited to EUR 1,500 per case of damage. Any liability of SMATRICS for consequential damages, loss of profit, loss of interest, loss of production, business interruption as well as for all indirect damages shall also be excluded - except for Customers who are consumers within the meaning of the Consumers Protection Act. These provisions shall also apply to the conduct of vicarious agents. Network operators, telecommunication service providers and also electricity suppliers are not vicarious agents of SMATRICS. SMATRICS shall therefore also not be liable for (transmitted) overvoltages originating from the power grid.

10.2. Claims for damages shall become statute-barred - with the exception of claims by Customers who are consumers within the meaning of the Consumers Protection Act - after the expiry of one year from the time at which the injured party becomes aware of the damage and the damaging party.

10.3. Any interference with the electrical operating equipment provided by SMATRICS is prohibited. SMATRICS shall not be liable for damage caused by misuse or improper use of the installations and devices or by manipulation of the devices provided by SMATRICS by the Customer or by third parties. Liability for damage due to wallboxes, installations and devices is excluded for the period after the end of the contract.

10.4. The Customer is responsible for the technical safety of the cables, sockets, adapters and adapters used by him. Only parts that comply with the technical safety standards may be connected to the SMATRICS charging station.

10.5. SMATRICS accepts no liability for the misuse of RFID charging cards or passwords by unauthorised persons.

11. Force majeure

11.1. If the Contracting Party(ies) is/are prevented in whole or in part from performing the contract due to force majeure, the obligations that cannot be (partially) performed due to force majeure shall be suspended until the obstacles, errors or disruptions and their consequences have been remedied. The contracting parties shall be obliged to notify each other without delay in an appropriate form of known cases of force majeure and to inform each other of the foreseeable duration and extent of the hindrance to performance. Force majeure shall be deemed to include, in particular, disruptions or maintenance of the power grid, telecommunication infrastructure, official decrees and other circumstances for which the non-performing contracting party is not responsible.

12. Term of contract, termination

12.1. Fixed-term contracts end with the expiry of the agreed contract term. Unlimited contracts may be terminated by either contracting party by giving two weeks' notice to the last day of the respective month.

12.2. Each contracting party is entitled to terminate the contract prematurely in writing with immediate effect for good cause without observing a period of notice. Good cause shall be deemed to exist in particular if:

- 12.2.1. the Customer fails to meet a payment obligation despite a written reminder and expiry of the grace period set;
- 12.2.2. the bank details provided by the Customer are invalid or the Customer is not the account holder or at least an authorised signatory or the account is not funded;
- 12.2.3. insolvency proceedings are not initiated against the Customer's assets due to a lack of assets/property or if proceedings that have been initiated are terminated;
- 12.2.4. the authorisations / consents required for the performance of the contract expire through no fault of the terminating contracting party;
- 12.2.5. the Customer disregards the charging regulations, in particular if the Customer does not leave the SMATRICS stand 15 minutes after the end of the charging process or, in the case of contracts with a vehicle commitment, a vehicle other than the contractual vehicle is charged;
- 12.2.6. the Customer misuses SMATRICS charging stations or uses them improperly.

13. Final provisions

13.1. SMATRICS is entitled to commission third parties with the execution of the contract.

13.2. Amendments or supplements to this contract must be made in writing to be legally effective. This shall also apply to the waiver of the written form requirement or amendments to the written form requirement. Declarations of the Customer by e-mail to the address info@smatrics.com as well as by SMATRICS to the e-mail address of the Customer last notified by the Customer fulfil this written form requirement. Furthermore, the written form requirement shall be deemed to be fulfilled if the Customer transmits entries to SMATRICS via the SMATRICS mobile app or any other software provided by SMATRICS and/or signs on a touch screen of a terminal device (smart phone, laptop, etc.). The digitized form of the signature provided by the Customer and the reproduction of such signature shall be recognized by the Customer as proof of his signature. Declarations not made in writing by SMATRICS or its representatives to Customers who are consumers within the meaning of the Consumers Protection Act shall only apply if such declarations are advantageous to the consumer (Section 10 (3) Consumers Protection Act).

13.3. For Customers who are not consumers within the meaning of the Consumers Protection Act, the following shall apply: Should a provision of this contract be or become legally invalid or unenforceable, this shall not affect the validity of the remaining provisions of this contract. Rather, the contracting parties undertake to replace the legally invalid or unenforceable provision with a legally valid and enforceable provision that comes as close as possible to the success of the contracting parties. This also applies to any loopholes in this contract.

13.4. The non-assertion of rights - even over a longer period of time - does not mean that SMATRICS waives their assertion, for the future or the past (not even conclusively).

13.5. SMATRICS shall be entitled - except in the case of Customers who are consumers within the meaning of the Consumers Protection Act - to assign its rights and obligations arising from this contract or the contract itself to third parties with legal effect and with discharge of debt. Both contracting parties shall be entitled and obliged - except in the case of Customers who are consumers within the meaning of the Consumers Protection Act - to transfer all rights and obligations arising from this contract to their respective legal successors.

13.6. The place of jurisdiction for all disputes arising from this contract shall be the court having subject-matter jurisdiction for Vienna, Innere Stadt. For actions against Customers who are consumers within the meaning of the Consumers Protection Act, the place of jurisdiction shall be the place of residence, habitual abode or place of employment in accordance with § 14 Consumers Protection Act.

13.7. Only substantive Austrian law shall apply, but not the provisions of the UN Convention on Contracts for the International Sale of Goods and the non-mandatory referral rules of private international law; referrals or re-referrals are excluded. In the case of consumers, the choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.