

## General Terms and Conditions for SMATRICS „Online Direct Payment“ Status 31.05.2023

### 1. Scope of the GTC

- 1.1. These General Terms and Conditions apply to the SMATRICS "Online Direct Payment" and are concluded between the

**SMATRICS GmbH & Co KG**  
**Europaplatz 2 / Staircase 4,**  
**1150 Vienna,**  
**Austria**

E-mail: [contact@smatrics.com](mailto:contact@smatrics.com)

Phone: +43 (0) 1 5322 400

Fax: +43 (0) 1 5322 400 55609

(hereinafter "SMATRICS"),

Vienna Commercial Court

FN 386728 v,

Sales tax identification number: ATU67499209,

and the customer.

- 1.2. Any terms and conditions of business and/or contract of the customer (entrepreneur) shall not apply. With the conclusion and processing of the service described in these GTC, the application of business and/or contractual conditions of the customer is excluded.

- 1.3. For **consumers with habitual residence in Austria**, the Remote and Outbound Business Act (in German: „Fern- und Auswärtsgeschäfte-Gesetz“) does not apply to contracts using vending machines according to § 1 para. 2 no. 12 Remote and Outbound Business Act, therefore there is no obligation to inform about withdrawal rights and also no right of withdrawal according to the Remote and Outbound Business Act.

For **consumers with habitual residence in Germany**, there is no right of withdrawal according to § 312 para 2 no 9 German Code Civil.

### 2. Subject of the contract

- 2.1. The subject of this contract is the one-time charging of a vehicle at the charging point selected by the customer and the payment of this charge by means of a previously entered credit card. (hereinafter jointly referred to as "Online Direct Payment"). Drawing energy from charging stations for purposes other than charging a vehicle is not permitted.

- 2.2. This contract ends automatically after the end of the charge process.

- 2.3. In order to use Online Direct Payment, the customer must provide his e-mail address and credit card details and the credit card entered must be covered in such a way that EUR 100,- can be reserved. SMATRICS accepts credit cards from MasterCard or VISA. The customer assures SMATRICS that the entered data is correct and that the customer is authorized to charge the credit card.

- 2.4. SMATRICS is entitled to end the charging process remotely and to unlock plugs or charging station sockets remotely if charging is no longer taking place. Furthermore, SMATRICS is entitled to end and unlock the charging process remotely if the charging order below is not complied with:

- Road traffic regulations, parking regulations and traffic regulations must be observed.

- The parking space at the charging station must be left no later than 15 minutes after the end of the charging process and must not be used for any other purpose.
- The loading instructions must be followed.
- The customer must not damage the charging stations and charging cables. The customer has to report any damage to charging stations or charging cables to SMATRICS immediately.
- Charging cables at 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 that is permanently attached to the charging station must be properly stowed attached again in the device provided for this purpose after the charging process.
- 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 charge when using non-standardized cables, connectors, adapters, etc.
- The charging stations may only be used by the customer during the designated opening hours. Use of these outside the opening hours is not permitted and is at the customer's own risk.

- 2.5. The customer is only entitled to the use of a free parking space for charging a vehicle. The use of charging stations or parking spaces for purposes other than charging a vehicle is not permitted.

### 3. Fees

- 3.1. All fees stated are gross prices (for charging points in Austria: including 20% VAT; for charging points in Germany: including 19% VAT).

- 3.2. Not included in the fees 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.

#### 3.3. Charging Fee

- 3.3.1. The Charging Fee is calculated either based on the duration of the charging process or based on the energy drawn by the customer. The type of Charging Fee relevant for the charging process at the respective charging point and the Charging Fee per unit are displayed to the customer when entering his data. The types of Charging Fees available are either charging based on the duration of the charging process or based on the amount of energy drawn (in kWh).

- 3.3.1.1. In the case of charging processes that are billed based on the duration of the charging process, the Charging Fee displayed to the customer is due for each minute or part thereof between authorization by the customer and ending of the connection of the vehicle to the charging station, regardless of how much energy the customer has drawn during this charging process. A more favorable

billing method for the customer, in particular billing by second, is permissible.

- 3.3.1.2. In the case of charging processes that are billed based on the amount of energy drawn, the Charging Fee displayed to the customer is due for each kilowatt hour (kWh) or part thereof is drawn. More favorable billing methods for the customer, in particular billing by the watt-hour, are permitted.

In addition, the customer shall pay a Blocking Fee for blocking the charging station according to the following method: From the moment the customer presses the start button, the minutes of blocking of the charging station are counted until the customer ends the connection of the vehicle to the charging station. The Blocking Fee is charged for each started minute of blocking if the customer has exceeded the duration displayed to the customer for a charging process.

#### 3.4. Other Fee Components

- 3.4.1. In addition to the Charging Fee pursuant to Section 3.3, Other Fee Components may apply to a charging process, in particular a starting fee. All Other Fee Components will be displayed to the customer in the same way as the Charging Fee when the customer enters its data.

#### 3.5. Charging Limit

- 3.5.1. SMATRICS has configured a Charging Limit as a cost brake. Once the Charging Limit is reached, the charging process is automatically ends.

- 3.5.2. To charging processes, which are billed based on the duration of the charging process, the following time limits apply for the following categories of charging points:

• AC 3,7 kW	24 hours,
• AC 11 kW	24 hours,
• AC 22 kW	10 hours,
• AC 43 kW	10 hours,
• DC 20 kW	10 hours,
• DC 50 kW	2 hours,
• DC 80 kW	1 hour,
• DC 160 kW	1 hour and
• DC 350 kW	1 hour.

- 3.5.3. To charging processes, which are billed based on the energy drawn during the charging process, the Charging Limit is configured in the way, that the sum of the Charging Fee and any Other Fee Components, does not exceed EUR 100,--.

#### 4. Billing, payment

- 4.1. SMATRICS shall send the customer both a payment receipt and an invoice immediately after ending of the charging process. The final amount is due for payment immediately.
- 4.2. Even before the confirmation of the start of the charging process, an amount of EUR 100,-- is reserved on the specified credit card for payment. If the amount cannot be reserved, the process is automatically cancelled and Online Direct Payment cannot be used.
- 4.3. The final amount due for payment will be debited from the credit card upon ending of the charging process and the reserved balance, if any, in excess thereof will be released. The customer must ensure that the credit card provided has sufficient funds to make the reservation and subsequently the payment.

- 4.4. Return charges caused by the customer: SMATRICS will pass on to the customer (without surcharge) the return charges actually invoiced by the bank.

#### 5. Liability

- 5.1. The liability of SMATRICS for slight negligence is - with the exception of personal injury and contractual primary obligations - limited to EUR 1.500,-- per damage event. 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 - except for customers who are consumers - shall be excluded. These regulations also apply to the behavior of vicarious agents.

For consumers with habitual residence in Germany, the following liability regulation applies: SMATRICS shall be liable without limitation for damages arising from the breach of a warranty or from injury to life, body or health. The same applies to intent and gross negligence, to the mandatory statutory liability for product defects (in particular under the Product Liability Act) and to liability for fraudulent concealment of defects. SMATRICS shall only be liable for slight negligence if essential obligations are violated which arise from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In the event of a breach of such obligations and impossibility, the liability of SMATRICS shall be limited to such damages as may typically be expected to occur within the scope of the contract. In all other respects, liability is excluded.

- 5.2. Any interference with the electrical operating equipment is prohibited. SMATRICS shall not be liable for damages caused by misuse or improper use of the installations and devices or by manipulation of the devices by the customer or by third parties. Liability for damages due to wallboxes, installations and devices is excluded for the time after the end of the contract.
- 5.3. The customer is responsible for the technical safety of the cables, sockets, adapters, adapters used by him. Only parts that comply with the technical safety standards may be connected to the SMATRICS charging station.
- 5.4. The provision of network services and / or electricity supply activities and / or telecommunications services are not the subject matter of this contract. Liability on the part of SMATRICS (poor performance or non-performance, damages, etc.) is therefore excluded in cases of insufficient power supply, network service or telecommunication services. Network operators, telecom service providers and electricity suppliers are therefore not vicarious agents of SMATRICS. SMATRICS is therefore also not liable for (transmitted) overvoltages originating from the power grid.

#### 6. Force majeure

- 6.1. 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.

#### 7. Final provisions

GTC for SMATRICS „Online Direct Payment“

- 7.1. 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).
- 7.2. For lawsuits against customers who are consumers, the statutory or European law provisions on the place of jurisdiction shall apply. For entrepreneurs, the place of jurisdiction for all disputes arising from this contract is the court with subject-matter jurisdiction for Vienna, Innere Stadt.
- 7.3. 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 onwards or backwards are excluded.
- For **consumers with habitual residence in Germany**, this choice of law applies only to the extent that the protection granted is not withdrawn by mandatory provisions of the German law.