



Terms of delivery

1. Definitions

All terms in these General Terms and Conditions written with a capital letter are explained in more detail in Appendix 1.

2. Applicability of Terms and Conditions

2.1 Application

These General Terms and Conditions apply to all communications, agreements and all ensuing obligations with a Customer made by Robo Charge.

2.2 Deviations from these General Terms and Conditions

Deviations from these General Terms and Conditions are only valid if they have been expressly agreed in writing by Robo Charge and the Customer and only apply with regard to the specific agreement to which the deviations relate.

2.3 Own general terms and conditions

If the Customer declares or refers to its own general terms and conditions on an agreement with Robo Charge, those general terms and conditions will not be accepted by Robo Charge and are expressly rejected and the General Terms and Conditions of Robo Charge will prevail, unless expressly stated at an earlier stage. otherwise agreed.

2.4 Consult

The General Terms and Conditions have been made available to the Customer in advance and can always be consulted via the website, <https://www.robocharge.com/en/termsofdelivery>, and can also be downloaded there.

2.5 Parties involved

Everything that is stipulated in these General Terms and Conditions and in any further agreements for the benefit of Robo Charge, is also stipulated for the benefit of Robo Charge, affiliated companies, engaged intermediaries and other third parties that are involved in the execution of the Agreement.

2.6 Expired provisions

If one or more of the provisions in these General Terms and Conditions expire, the other provisions of these General Terms and Conditions will continue to apply. In that case, the parties will consult to agree on a replacement provision, based on the purpose and intent of the original provision as far as possible.

2.7 Compliance with the provisions

If Robo Charge does not always demand strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that Robo Charge would to any extent lose the right to demand strict compliance with the provisions of these terms and conditions in other cases. .

2.8 Robo Charge is authorized to unilaterally change these General Terms and Conditions.

Amendments to the General Terms and Conditions will come into effect thirty (30) days after the day on which they are announced, unless a later date of effect is stated in the announcement. The changes also apply to existing Agreements. If a Consumer does not wish to accept a change, he can decide to stop the service immediately.

2.9 Changes to the Terms and Conditions

In the event of changes to these General Terms and Conditions that entitle Robo Charge to increase the prices for the service within three months after the conclusion of an Agreement or to grant Robo Charge the authority to make a Service available eg to deliver that is substantially If the promised performance differs, the Customer who is a Consumer/Business and who does not accept the amended and/or additional terms and conditions, is entitled to terminate the Agreement concerned immediately. This article does not apply to changes or additions to the General Terms and Conditions as a result of changes in relevant legislation and/or regulations.

3. If you want to conclude a service agreement with us

3.1 When does this agreement come into effect?

All offers we make, for example via our sales partners, by telephone or e-mail and on our website, are without obligation. Are you requesting a service? In that case, you do not yet conclude an agreement with us. If you then use our services, the conditions as described in this service agreement apply.

3.2 Your identification

If you have applied for an agreement, we will assess it. In that assessment, we may ask for your identification or other information that we need to assess your application. Are you submitting an application (partly) on behalf of another person? For example, on behalf of someone else (a natural person) or on behalf of a company (a legal person)? In that case, you must also demonstrate your authority to represent.

We can then ask you for a recent extract from the Chamber of Commerce.

3.3 Risk assessment and assurance

After you have made an application, we can carry out a risk assessment. Then we check your creditworthiness, among other things. When we perform that test, we use data from ourselves and from other companies. You can read more about this in these terms and conditions in the chapter on privacy. There is also more information about this in the privacy statement on our website.

If, based on facts or circumstances, we have doubts about your ability to pay your invoices, we may request security from you. For example, because you do not have a permanent residence, residence or domiciled in the Netherlands. This security can be a suretyship, bank

guarantee or deposit.

3.4 When can we refuse to provide you with services?

We may refuse to provide you with services if:

- the risk assessment shows that there are risks that we do not want to accept.
- it appears that you are legally incompetent. Or if you have not provided us (in time) with the requested information that we need to assess your application.
- we ask you for security and you do not provide it.
- you fail to comply with an obligation under these General Terms and Conditions. Or if we think that you will not fulfill such an obligation and it is therefore justified that we refuse your application.
- you have not fulfilled obligations under previous agreements with us.
- your connection is not possible due to technical or economic reasons. For example, if you live in an area where we do not provide the service. For some services, we can only provide them if you have a suitable connection, range or equipment. For example, you need sufficient range to allow the SIM card to communicate with our cloud services and you need a Charging Point that can communicate with our Management System using its protocols. If this is the case with a certain service, we will indicate this. We can also set a maximum on the number of charging stations that are linked to the management system or the number of family members who want to use the mobility budget that you can purchase and use from us. In that case, we may refuse your request if you do not have the connection or equipment necessary for the provision of the service or if you want to purchase more connections than the maximum number set by us. If we refuse your application, you can ask us for the reason.

3.5 Reflection period if you conclude your agreement via the internet?

Since we provide services based on Pay per use, this does not apply.

4. When does the service work?

After you have activated services with us, we ensure that the service is put into operation as soon as possible. We may also not be able to do this immediately, but we will let you know. The term that we indicate is only indicative and can never be regarded as a strict deadline. When a Management System is connected to your Charge Point, the service starts as soon as the Chargepoint is equipped with our SIM card. When purchasing your Charging Tag, the service in the Charging Tag will be delivered to your doorstep.

Sometimes the service works before we have accepted your request. In that case, it is a conditional acceptance. We may limit the capabilities of the service until we have finally accepted your request.

5. How long is your service agreement?

The agreement runs as long as services are purchased. Pay per use services only apply if you use them, however, we continue a number of things even though you do not use the service. These are:

- 1) 24/7 service (you can turn this off in the portal)
- 2) Sim card data charges per day regardless of whether the service is used.

6. Availability, maintenance and malfunctions

6.1 Availability and operation of the service

We do our utmost to ensure that our services run as smoothly as possible. Unfortunately, it is impossible to prevent any disruption or limitation of our services. However, there are also external causes that can ensure that the functionality is not available or does not function properly for you.

6.1.1 Devices

To use our services, you use devices (smartphone, tablet, laptop, PC, Charge Tag, Charge Point, etc.). The operation of this device may also affect the operation of our services.

6.1.2 Infrastructure

The infrastructure is necessary to be able to make connections to systems. Disruptions in the infrastructure therefore have a major impact on the functioning of our service. Think of power failure, internet, mobile network.

6.2 Maintenance

In principle, we perform updates on our platform without downtime, but if we carry out major updates, it may be necessary for us to temporarily shut down (part of) our platform. We do this of course at a time when our platform is used the least. This may have consequences for you, for example because you are temporarily unable or not fully able to use your service. Of course we keep this to a minimum.

Is it necessary to decommission a certain part and will this have noticeable consequences for you? Then we will announce this in time, unless this is not possible. We will ensure that charging with the Charge Tag or charging at the Chargepoint is kept to a minimum as a result.

6.3 A malfunction

We continuously test our systems and try to find out about any problems before you do, but sometimes we don't. Do you notice that your service is not working properly? Please notify us as soon as possible. As soon as faults are known to us, solving them has the highest priority. We may need your cooperation with our troubleshooting. If it turns out that our service works everywhere, it may be that the problem is in your infrastructure. We will then determine how we can help you further.

6.4 Compensation after a malfunction

If you experience a malfunction* within our responsibility, as a result of which our services for your charging point and/or Charging Tag of more than 12 hours do not function properly, you are entitled to compensation. The compensation for this will be settled pro rata with your next invoice, rounded up to whole days.

* External causes are not covered, including charging point failure, regional power failure, mobile network failure, cloud provider failure.

7. If we change anything about our services

Services can be changed or terminated for economic reasons, legislation, changing world, innovation.

We do our best to make changes without impacting the service you use. If this is not possible, we will inform you at least 1 month in advance.

If we discontinue a service, or if we think a change could have major consequences for you? Then we take a longer term for this. We will let you know at least 3 months in advance, so that you can take action if necessary. If possible, we will provide you with a replacement service.

8. What you need to know when using the service

8.1 You are responsible for the use of your service

If you purchase a service from us, you as a Customer are responsible for its use. Even if someone else uses your service and you do not know or have not given permission for it. All costs for using our service are logically passed on to you.

8.2 Rules of conduct that you must adhere to

It is important that you adhere to the following rules.

1. Our services are intended for own, reasonable and normal use. By this we mean personal use for private purposes or for ordinary business use. We trust that you will only use our services in that way.
2. If you have a Chargepoint subscription, you make use of the fairuse policy regarding. data usage. If it turns out that you are 3 months outside the fairuse of data usage, we will investigate the cause of this and if necessary we can increase your data usage agreement at a corresponding rate.
3. You may only connect devices that meet the legal requirements for devices. For example, requirements in the field of safety. This way you do not endanger the functioning of our network.
4. We trust that you and our employees will always treat each other with respect.
5. We trust that you will not use the Service in a manner that would be criminal or unlawful against us and/or any other person or company. Punishable and/or unlawful use are:

- sending spam;
- publishing or distributing child pornography or other criminal porn;
- distributing (computer) viruses or other files that can damage the (proper) functioning of our software or that of others
- threaten people
- illegal downloading
- use someone's address without permission to make it look like you are the sender of a particular message
- harass or infringe on someone else's rights and cause disruption or inconvenience to someone else's personal life
- hack
- infringe on intellectual property rights of us and/or third parties
- use your number in a way that is contrary to the legal rules that apply to the use of numbers

Do you not comply with these rules for reasonable use of our service? Then we can take action.

For example, temporarily stopping the service or canceling the service agreement.

If there is demonstrable abuse, we will be obliged to pass on the costs to you, including administration costs of at least € 40 excl. VAT. If the number of MBs in the bundle of the charging subscription is exceeded due to misuse, we will charge € 1.50 excl. VAT per MB.

9. Rates and Fees

9.1 Our rates

You must pay the fixed rates for the services you purchase from us. Our current rates can be found on our website. The rates are structured as follows:

- one-off costs, such as connection costs, deposit, etc.;
- per functionality, such as 24/7 service, etc.;
- fees for the use of the service, such as per kWh, charging session, etc.;

Our data is decisive in determining the amounts that you must pay us, unless you demonstrate that our data is incorrect. We are as careful as you can expect us to be in determining this information.

Our rates are subject to change if necessary, but we will do everything we can to keep it as attractive as possible for you. We will announce any rate changes 1 month in advance.

9.2 Payment terms/Invoice period

The owner of a charging point receives an invoice on the first day of the month, and a credit note 45 days after roaming settlement. The owner of a Chargetag receives an invoice on the first day of the month.

10 This is how you pay

We support 2 ways of payment:

1. By direct debit
2. Via an invoice

10.1 Direct debit

For the direct debit, we ask you to enter into a direct debit mandate with us, so that we can collect. You do this by transferring € 0.01 cents. For automatic collection Jortt works together with Payment Service Provider Mollie. The invoice is sent, the invoice contains the mandatory advance notice for the direct debit. The collection date is approximately 10 days after sending the invoice.

10.1.1 If collection fails

When there is not enough money in your account to collect

- Day 14, Collection attempt 2: After 4 days after the 1st failed collection, we make a second collection attempt. For this we charge extra collection costs of € 0.50 excl. VAT.
- Day 18, Collection attempt 3: If the collection fails, we will make a third attempt after another 4 days after the 2nd attempt. For this we charge collection costs of € 0.50 excl. VAT.
- Day 22, Collection attempt 4: If this still does not work, we will send a payment request via e-mail with an iDEAL payment link. For this we charge administration costs of € 12.50 excl. VAT.
- Day 30, If it turns out that the invoice has not yet been paid on the 30th day of the month, we are forced to hand this case over to a collection agency. These costs for this will be charged to you.

10.2 Payment by invoice

If you wish to pay by invoice, an invoice will be sent to you on the 1st of the month. For payment by invoice, the rate is € 2.00 excl. VAT per invoice. The payment term of this invoice is 14 days.

10.2.1 If payment is not made

- Day 14, Payment reminder 1: After 14 days after sending the invoice, we will send you a reminder in which we draw your attention to the unpaid invoice. Payment term for this reminder is 5 days.
- Day 19: Payment reminder 2: If the invoice has not been paid 5 days after the 1st reminder, we will send a second email. Payment term for this reminder is 5 days.
- Day 24: Payment reminder 3: If the invoice has not been paid 5 days after the second reminder, we will send you a registered email. For this we charge administration costs of € 12.50 excl. VAT. The payment term for this reminder is 6 days.
- Day 30: If it turns out that the invoice has not yet been paid on the 30th day of the month, we are forced to hand this case over to a collection agency. These costs will be passed on to you.

10.3 If you do not agree with the invoice

Do you disagree with the amounts we charge you? Then you should:

- Simply pay the bill according to our invoice;
- Let us know within 14 days of receiving the invoice. Via invoice@robo-charge.com;
- Cancellation is formally allowed, but we recommend that you contact us first. If you do carry out the reversal and this reversal turns out to be unjustified, we are forced to charge € 12.50 excl. VAT (in connection with extra handling).

10.5 If we are in doubt whether you can pay

If we have good reasons to doubt whether you will pay your (future) invoices, we may ask you to provide security. This means that we can, for example, ask you for a deposit, deposit or bank guarantee. A good reason is, for example, that you have not paid previous invoices (on time). Or if you have to pay an above-average amount for the use of a service in a limited

period. If we ask for this, you are obliged to provide us with the requested security within the specified period.

11. Temporarily suspending your access to our services

Do you not comply with the agreement? Then we can temporarily stop the service. This is only possible if we have good reasons for doing so. We will let you know in advance unless it is reasonable that we cannot be asked to do so. If you still fulfill your obligations within the term set by us, we will restart the service. In that case, we will charge a fee of € 5 for reactivating your service. Even if we temporarily stop the service, you remain obliged to pay the agreed amounts.

12. Changing Terms

12.1 Changes by us

We may change rates/conditions. If we do, we will let you know at least 1 month in advance.

12.2 Change your settings yourself

You can change the service at any time during your service agreement. This way you can switch functionalities on and off at any time. The changes take effect immediately after editing unless it is specifically named. The services received until then will be settled pro rata.

12.3 Moving

You are responsible for making changes to your (billing) address in our portal. If these are not up-to-date, correspondence may be lost. The consequences of this are for your account.

If you want to transfer your service agreement to the new owner of the object who wants to take over the service, you can submit a request to us. We will then charge you administration costs (€ 5), but we will settle this with the deposit.

13. Cancel or Terminate

13.1 Canceling or Terminating

You can cancel your agreement at any time. You can cancel the agreement at no cost in our Portal. This can be done immediately or with a date in the future. If it is done immediately, this also means that the service will stop immediately.

13.2 When can we terminate the agreement?

We may cancel your agreement at any time.

We take into account the notice period of at least one month.

We may terminate the agreement prematurely if:

- you go bankrupt or a suspension of payments has been applied for.
- the application of the Natural Persons Debt Rescheduling Act has been requested for you.
- you are legally incapacitated, have been placed under administration or are no longer allowed to manage your money yourself in any other way.
- you fail to fulfill your obligations under this agreement or under any other agreement with us and we are therefore justified in terminating the agreement.

- you have received a second payment reminder from us and you have not paid within the term stated therein.

Do we terminate your account prematurely because you do not fulfill your obligations or have not paid? Then we calculate the costs incurred up to that point for our services.

If we terminate a service, the agreement for that service also ends on that same date. The agreement cannot continue without the service.

14. This is how we arranged liability

14.1 When are we liable?

We are only liable for damage if that damage is caused by a shortcoming that is attributable to us according to the law or according to the prevailing opinion.

Our liability only applies in the cases below. The amounts stated here apply. It is possible that an event leads to damage to more customers. In such a case, we will pay a maximum of the indicated amount for that event. We then divide the amount to be paid proportionally. Each customer will then be compensated for the same part of his damage.

14.2 Shortcoming by us

Unless compliance by Robo Charge is permanently impossible, Robo Charge's liability for attributable failure to comply with an Agreement only arises if the Customer gives Robo Charge written notice of default, taking into account a reasonable term for recovery of at least ten (10) working days during which Robo Charge continues to fail imputably in the fulfillment of its obligations even after the term for remedying the shortcoming. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Robo Charge is given the opportunity to respond adequately.

14.3 Liability indirect damage

Robo Charge is never liable for indirect damage, including - but not limited to - consequential damage, lost profit, lost savings, loss of turnover, loss of and damage to (data) files and damage due to business interruption.

14.4 If Robo Charge makes materials available

Robo Charge is never liable with regard to damage caused by Robo Charge to a Customer, in connection with the agreement, materials made available.

14.5 Liability expressed in money

The liability of Robo Charge is never more than the net invoice amount of the delivered Product or, in the case of a Service, the net invoice amount of the month in which the damage arose or ensues, whereby the maximum amount to be paid out is EUR 50,000. , - (in words: fifty thousand Euros).

14.6 Third party liability

Robo Charge is not liable for damage caused by intent or deliberate recklessness on the part of third parties engaged by the Customer and/or Installer.

14.7 Liability for incorrect data

Robo Charge is not liable for damage, of whatever nature, because Robo Charge has based on incorrect and/or incomplete data provided by the Customer, unless Robo Charge should have been aware of this inaccuracy or incompleteness.

14.8 Liability of a managerial subordinate

The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Robo Charge or its managerial subordinates.

14.9 Liability for Loss and/or Theft, Abuse of RFID Charge Tag

You should treat your charging tag like cash. You should not disclose your account and RFID card information to anyone.

If your RFID charging tag is lost or stolen, anyone who comes into possession of it can misuse it. You are responsible for all transactions on your account, including unauthorized transactions. However, if your RFID charge tag is lost, stolen or destroyed, your RFID card can be replaced by contacting us as soon as possible. Your registered RFID card and account are protected from the moment you notify us. We will block your charging tag the moment you notify us. A new RFID card will be issued to you against payment of connection costs and a deposit. Until the moment of blocking, the Customer is responsible and liable for any damage resulting from loss, theft or misuse of the RFID Charge Tag.

14.10 Notification

The Customer must report to Robo Charge the damage for which Robo Charge can be held liable as soon as possible, but in any case within 10 days after the damage occurred, under penalty of forfeiture of any right to compensation for this damage.

14.11 Expiration

Any liability claim against Robo Charge lapses within one year after the Customer became aware of the harmful event or could reasonably have been aware of it.

15. Acquisition Agreement

See 12.3 Moving

16. Do you have a complaint?

In that case, you can submit a complaint about how the agreement is concluded or performed to the Disputes Committee. You can only do this within 12 months after the disagreement arose. Before you go to the Disputes Committee, you must first submit your complaint to us. How to do that is on our website. If you do not report your complaint to us first, the Disputes Committee will not consider your complaint. We can only submit a dispute to the Disputes Committee if you have indicated that you are happy with this. The Disputes Committee handles differences of opinion in accordance with regulations. If you request this, you will be sent those regulations. The decisions of the Disputes Committee are binding advice. This means that you cannot appeal against a decision of the Disputes Committee. You can, however, have the binding advice reviewed by the court afterwards. If you submit a dispute to the Disputes Committee, you will pay a fee.

1. Customers: <https://www.degeschillencommissie.nl/consumenten/>
2. Business customers: <https://www.degeschillencommissie.nl/ondernemers/>

You can also submit disputes to the court. It is up to you whether you choose the Disputes Committee or the court. All disputes arising out of or in connection with this Agreement will be submitted exclusively to the competent court in 's Hertogenbosch. The Consumer has the right at any time to apply to the competent court according to the law. The present General Terms and Conditions and the Agreement are exclusively governed by Dutch law. The Vienna Sales Convention is excluded.

17. How is your privacy arranged?

17.1 We process your data in order to provide our services

When we perform our services, we process your data. For example, your personal, traffic and location data. We adhere to the GDPR regulation, the Personal Data Protection Act and Chapter 11 of the Telecommunications Act. You can find these on government.nl, among others.

How we process and protect your data and what choices you can make therein, can be found in our privacy statement. You will find the privacy statement on our website. We can adjust the privacy statement if there are new developments. We recommend that you read the privacy statement regularly. This way you know how we process and protect your data.

17.2 Processing of your data when assessing creditworthiness

If you submit a request to us, we will process your data. This way we can assess your creditworthiness. We use our own files for this, but also the files of other companies. For example, the file offered by Graydon and DAS. These are companies that help other companies to reduce fraud risks.

17.3 Processing of your data when assessing creditworthiness

Do you have payment arrears of more than 85 days? Then we can give your details to Graydon and/or DAS. They can use that data for a risk analysis. If we pass on your data, this may have consequences if you want to enter into an agreement with (financial) obligations with another company.

Do we engage another company to collect our claim, for example a collection agency? Or do we transfer our claim to such a company? Then we can give your details to that company.

17.4 Processing for commercial purposes

Robo Charge is not allowed to lend, rent, sell or in any other way make public the personal data of the Customer.

18. Safety

What do we do for your safety? We take all technical and organizational measures necessary to secure our network and our services as well as possible.

19. Activation Fee

If we connect a service, we can charge activation costs. If we do this, we will inform you about this when making our offer.

20. Your SIM card

20.1 Using your SIM card

You will be given a SIM card if you need it to use the service. The SIM card remains ours. Do we change the technical properties of your SIM card? Or is your SIM card outdated? Then we can exchange your SIM card. We can also change the technical properties or settings of your SIM card (remotely). We may use security codes to use, access, or pay for fees for services and/or content services of others. You must protect the SIM card as best you can against unauthorized use, theft or damage. You must keep the security codes of the SIM card secret. You should not keep it on or near the SIM card. Once your contract for a mobile charging service ends, you must ensure that the SIM card is returned to us. Unless otherwise agreed with you. For example, by transferring a charging point by another legal entity.

20.2 Block SIM card in case of theft or loss

In the event of theft, loss or if you think someone has stolen your SIM card or the security codes, you can ask us to block your subscription. That is possible 7 days a week. We will then block your subscription as soon as possible. Until your SIM card is blocked, you have to pay the costs of using your connection. You will not pay any costs for the use of your connection during the period that your connection is blocked. You can ask us to unblock. We may charge a fee for this. If we block, certain settings or data of your service may be lost.

20.3 SIM card activation

Have you registered a Management System Agreement with us? Then you have three months from the registration date to have the SIM card associated with the Management System Agreement installed in your Charge Point. On the installation date, Robo Charge will activate the SIM card. If the SIM card is not installed within this 3-month period, the SIM card will be activated and your Management System Agreement will take effect.

21. ChargeTags

21.1 Use

The Customer must handle the ChargeTag with care, use it in accordance with normal use and refrain from any Unauthorized Use thereof.

21.2 Availability and accessibility

The Charge Points belong to various Suppliers, of which Robo Charge is not a part. Robo Charge only facilitates the use of the Charge Tags. For that reason, Robo Charge has no

influence on the interoperability, the proper functioning, the availability and/or the accessibility of Public Charging Stations and therefore does not give any guarantee in this regard.

21.3 Default

Robo Charge is at all times entitled in the event of non-performance by the customer, without prior notice and without any obligation towards the Customer, to stop the charging option and/or to no longer provide access to a charging point from the Partner Network.

21.4 Correction data

The Customer guarantees to Robo Charge that the personal data provided by him when activating a Charge Tag and entering into an agreement, such as name, bank account number, billing address and e-mail address, are current, complete and correct and that any changes can be made online. changed through your settings or immediately reported to Robo Charge at support@robo-charge.com.

21.5 End/Block

Robo Charge is entitled – without being obliged to pay compensation for any damage to the Customer – to terminate the Agreement with the Customer with immediate effect and to terminate the activated Charge Tags with immediate effect and/or to block the Charge Tag immediately:

- if the direct debit cannot be executed successfully several times or if the invoices have not been paid after two reminders, or
- in the event of bankruptcy, suspension of payments, debt restructuring or placing the Client under guardianship.

22. charging services

22.1 costs

For charging at Public charging points in the Partner charging network, the costs as stated on the website will be charged.

22.2 Activate

When requesting (a) Charge Tag(s), the customer must register himself on the Robo Charge Portal. In addition, the customer will receive a confirmation via his/her specified email address with instructions for the further activation process. The customer will receive the Charging Tag within max. 3 working days.

23. How is the warranty arranged?

Products are warranted for two years against defects in materials or workmanship. If the Customer discovers a damage/defect/shortcoming in the Product, he must report this to Robo Charge within a reasonable period and in any case within ten (10) working days, stating the defect, defect or malfunction as fully as possible via : support@robo-charge.com.

The above only applies to Products purchased directly from Robo Charge and not from third parties such as resellers, installers or other third parties. Defective products must always be

returned to Robo Charge at its own expense. Robo Charge cannot guarantee that all products will work flawlessly. This is partly because the actual production of, for example, the Charging Tag/SIM card is not done by Robo Charge itself. Robo Charge will make every effort to repair defects in the Services and Products within a reasonable period of time. The right to a (partial) refund of the price, repair or replacement or compensation lapses if the damage/defects/shortcoming are not reported within the specified period, unless due to the nature of the Product or circumstances of the case a longer period results.

23.1 Defects and shortcomings

In the event of a defect/shortcoming, Robo Charge can postpone the repair of the defects until a new version of the Product and/or Service is put into use.

Robo Charge does not guarantee that defects in software or other matters that have not been developed by Robo Charge will be remedied. Robo Charge is entitled to apply temporary solutions or problem-avoiding restrictions.

If a Service and/or Product has been developed on behalf of the Customer, Robo Charge can charge the costs of repair to the Customer according to its usual rates.

23.2 Verification and correctness

Robo Charge is not responsible for checking the accuracy and completeness of the results of the service and the data generated using the Service. As a Customer, you can check the results of the service and the data generated using the Service yourself.

23.3 Customer Responsibility

On the basis of the information provided by Robo Charge, the customer will identify the risks for its organization and take additional measures, if necessary, to prevent and limit the consequences of malfunctions, defects in the service, mutilation or loss of data or other incidents. Robo Charge declares that it is prepared to reasonably cooperate with further measures by the Customer at the request of the Customer. Robo Charge can charge the costs for the additional work to the Customer, in accordance with its usual rates. Robo Charge is never responsible for the recovery of corrupted or lost data.

24. Service & Support

The Customer Service provides emergency services in response to questions and/or complaints from the Customer or the End User with regard to the Products and Services of Robo Charge.

The Helpdesk is available via support@robo-charge.com mentioned on the website. Robo Charge does not guarantee that the Customer Service will be available at all times without malfunctions and/or interruptions, nor that certain results will be achieved with the provision of the Customer Service Services. You can of course expect us to do everything we can to be available to you on time or immediately.

25. Intellectual Property

All intellectual property rights to the software, websites, data files, equipment or other materials developed under the Agreement or made available to the Customer, such as

analyses, designs, documentation, reports, Quotations, as well as preparatory material thereof, rest exclusively with Robo Charge, its licensors or its suppliers. The Customer only acquires the user rights that are expressly granted by these General Terms and Conditions and/or Agreement and by law. A right of use accruing to the Customer is revocable, non-exclusive, non-transferable to third parties and non-sublicensable.

Robo Charge guarantees that the matters mediated by it do not as such infringe Dutch patent rights, design rights or other industrial or intellectual property rights of third parties. The Customer is not allowed to remove or change any designation of an intellectual property right, such as a logo and brand name on Products and/or Services supplied by Robo Charge, software, documentation, materials made available. Unless otherwise agreed.

26. What is EV Interoperability?

26.1 EV Interoperability Service

With the EV Interoperability Service, Customers with Robo Charge Charge Tags can use the Charge Points Network of Robo Charge and other Chargepointoperators with which Robo Charge has an agreement. Robo Charge cannot guarantee that the Customer can charge with the EV Interoperability Service at all Charging Stations in the Netherlands and abroad.

26.2 The Load Tags are equipped as standard for interoperability.

26.3 Settlement

Robo Charge is billed by other Chargepointoperators for the Customer's purchased Charge Sessions. Robo Charge will fully charge these charging costs for the purchased Charging Session to the Customer.

26.4 Charging costs

The costs for a Charging Sessions can consist of a start rate, a rate for the power consumption (per kWh) and/or a rate for the duration of the Charging Session (for example, per minute). These rates may differ per Chargepoint and can be changed without restriction by Chargepointoperators.

26.5 The charging costs for the use of Charging Tags are invoiced monthly to the Customer.

26.6 Any conditions of use

The Customer is responsible for taking cognizance of and complying with the applicable parking regime and any conditions of use associated with the Charge Point, including charge points where Robo Charge is not the operator.

27. Allow guest use on Charging Point

27.1 Settings/Portal

Customers can open their Chargepoint for Guest Use by means of the appropriate settings and set a fee to be received for this. The Customer can set the desired rates for this in the Portal.

27.3 Restriction Rates

Robo Charge reserves the right to limit the setting of rates to a maximum. This limitation can be viewed by the Customer on the Robo Charge website.

27.4 Responsibility

Customer is responsible for setting any rates. Robo Charge is not liable for any damage that the Customer suffers due to the set rate. This includes, but is not limited to, situations where the set tariff is lower than the customer's electricity costs or negative reactions from End Users to the tariffs.

27.5 Total compensation

The amount of the total fee is determined by Robo Charge on the basis of Guest Use and the rates set plus any fees from Robo Charge for the service.

27.6 Payment credit note

Each month, the Chargepointprovider receives a credit note specifying the fee to be received. Payment of this depends on invoicing from several parties and therefore at the earliest one and a half months after the invoice month.

27.7 Liability

Robo Charge will endeavor to recover the costs incurred for Guest consumption from the Mobility Service Providers. If Robo Charge cannot recover the fee for Guest Use from other Mobility Service Providers, these costs cannot be recovered from Robo Charge.

27.8 Charging session

Individual Charging Sessions smaller than 0.2 kWh and/or shorter than 2 minutes will not be charged to the Mobility Service Providers and therefore no credit note will be paid to the Chargepointprovider.

28. Right of withdrawal

Since Robo Charge is an immediately cancelable service, the obligation of withdrawal does not apply.

For example, for connection costs of charging stations and Charging Tags, actions are then performed by Robo Charge. These costs can therefore not be revoked as they have been carried out. Other services are usage based and cannot be revoked once they have been provided.

Appendix 1 (glossary)

Pay per use

Pay for it used

Terms and Conditions

These general terms and conditions including any appendices;

Customer

This is both a Consumer and a Business

Consumer

The Customer, being a natural person not acting in the exercise of a profession or business;

Company

The Customer, being a natural person acting in the exercise of a profession or business;

Portal

The Portal on which the Customer can log in on the login screen indicated for this purpose

Reflection time

The period within which the Consumer can make use of his right of withdrawal;

Services

This includes the services performed by Robo Charge, including - but not limited to - the Service Agreements, EV interoperability and the Technical Services;

Digital content

Data produced and supplied in digital form;

Duration agreement

An agreement that extends to the regular delivery of Products, Services and/or

Digital content

During a certain period of time;

End User

The natural or legal person who uses, Services or Robo Charge Portal.

Electric Vehicle

A road vehicle that is wholly or partly propelled by an electric motor

Robo Charge

The private company under Dutch law Robo Charge B.V., with its registered office at Kromsteeg 24, 5331AK in Kerkdriel;

EV Interoperability

Is a Service of Robo Charge that enables different Charging Point Providers to communicate with each other and exchange data. With interoperability, End Users can use Charging Stations from various operators at home and abroad.

Robo Charge Network

Collection of ChargePoints where Robo Charge Chargepointoperator is;

Guest use

Situation in which an End User uses a Chargepoint from a Chargepointprovider, where the Charge Tag used is not from the Chargepointprovider itself.

Right of withdrawal

The option of the Consumer to waive the distance contract within the cooling-off period, as included in the Right of Withdrawal Agreement section at the end of the General Terms and Conditions;

Chargetag

Robo Charge key fob allowing access to use one or more

Chargingpoints

Facility(ies) where the End User can charge the Electric Vehicle using the Charge Tag and/or Charge Tag;

Charging point provider

A location owner with Robo Charge connected Charging stations on their own property that are accessible through EV interoperability.

Charging point operator

An operator of Charging Stations that are accessible through EV interoperability.

Chargingsession

The period in which the Electronic Vehicle is connected to a Charging Point. Which is started or stopped using the Load Tag; A Charging Session is a charging session that is charged more than 0.2 kWh or longer than 2 minutes.

Model withdrawal form

The European model withdrawal form included in Appendix I of these terms and conditions. Appendix I does not have to be made available if the Consumer has no right of withdrawal with regard to his order;

Charging stations Network

Collection of Charge Points from all Chargepointoperators accessible through EV interoperability;

Mobility Service Provider

Provider of Charge Tags or Charge Tags that can be used on the Robo Charge Network.

Technical Services

This includes the services performed by Robo Charge including - but not limited to - Smart Charging, Load Balancing and Hub / Satellite configurations. Proactive notifications and firmware updates;

Website

The Robo Charge websites, including – but not limited to – www.Robo-Charge.com as well as the Management System portal of affiliated partners.