



DAEN BV
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BTW NL8597.11.110.B01
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Article 1 General

1.1 These general terms and conditions of sale and the provision of services, hereinafter referred to as: "General Terms and Conditions", apply to all offers issued by DAEN B.V., hereinafter referred to as: "DAEN", and to all agreements entered into in which DAEN is the supplier of goods or provides services.
1.2 Any terms and conditions of purchase of the other party, hereinafter referred to as: "the Customer", only apply upon the express agreement in writing stating that they apply to the exclusion of the General Terms and Conditions.

Article 2 Purchase of a Product

2.1 The Customer is expected to use the Charging Card, the Charging Station and the Public Charging Point with all due care and refrain from any Unauthorised Use.
2.2 If the Customer allows Guest Use for the Charging Station, the Customer will be responsible for prudent use and abstention from Unauthorised Use by the Guest Use.
2.3 The Customer is responsible for allowing Guest Use and for setting the rates. Guest Usage is not set by default.

Article 3 Retention of title

3.1 The title to all goods delivered or to be delivered to the Customer will be vested with DAEN until DAEN has received full payment of the purchase price for the goods, of the fee for work performed in respect of any purchase agreement with the Customer and of any other costs or damage arising from a breach by the Customer of such a purchase agreement.
3.2 As long as the title to the goods remains with DAEN, the Customer shall store DAEN's goods separately from other goods and in such a way that it is at all times clear that the title to the goods is vested with DAEN. All costs incurred by DAEN in taking back the goods are to be borne by the Customer.
3.3 The Customer must insure goods of which DAEN is the owner against all customary insured risks. The Customer must name DAEN as the insured or co-insured. If the title is no longer held by DAEN, due to specification or otherwise, the Customer shall in advance establish an undisclosed pledge on the goods on behalf of DAEN.

Article 4 Charging Card

4.1 The Charging Card and the data stored on it are and will remain the property of DAEN and may not be copied or imitated under any circumstances.
4.2 DAEN provides the Customer a two-year guarantee on the Charging Card against material defects and manufacturing defects. In the case of any other defect, DAEN will charge the Customer € 5 (excluding VAT) for replacement costs.
4.3 The Customer will report the loss or theft of the Charging Card to DAEN as soon as possible. DAEN will then block the Charging Card. Until the card is blocked, the Customer will be fully liable for any damage resulting from loss, unauthorised use, theft or misuse of the Charging Card. All transactions carried out with the Charging Card before the Charging Card is blocked will be charged to the Customer.



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4.4 DAEN may immediately block a Charging Card and/or terminate the Subscription with immediate effect if:

- a. the direct debit cannot be executed successfully several times;
- b. the Customer is in default;
- c. the Customer is guilty of Unauthorised Use;
- d. the Customer is subject to bankruptcy, suspension of payments or debt rescheduling or is placed under legal restraint;
- e. the Customer causes damage to a Public Charging Point.

Article 5 Charging Station

5.1 If during the agreed period of the Back-Office subscription a defect occurs that is covered by the module agreed upon between DAEN and the Charging Station Supplier, DAEN will have the defect repaired within a reasonable time (by the Charging Station Supplier) free of charge.

The Customer cannot claim this service if the defect was caused by Unauthorised Use or by (un)intentional acts by third parties. This service will be voided if the Charging Station is installed by a party other than the Installer.

5.2 DAEN reserves the right to remotely monitor and maintain the charging stations and provide them with new software where necessary from its back office.

Article 6 Charging management

6.1 When purchasing a Charging Station, the Customer will also sign a Charging Management Contract.

6.2 The Back-Office subscription provides access to the Online Dashboard and the associated linked services. These services include:

- online viewing of your charging sessions;
- monthly invoicing of charging sessions (with a set guest rate);
- any settlement of Guest Use on the Charging Station; and
- customer service for questions about access to Public Charging Points and invoicing.

6.3 The Back-Office subscription also includes telephone service and support seven days a week, 24 hours a day by the Charging Station Supplier. The Service desk of the Charging Station Supplier can be reached at:

The Terms and conditions for the DAEN service model can simply be requested from DAEN.

Article 7 Public Charging Point

7.1 By using a Public Charging Point, the Customer agrees to the rates and conditions of the operator of the relevant Public Charging Point.

7.2 DAEN does not guarantee the scope, the functioning, the availability and the accessibility of the Public Charging Point infrastructure.

Article 8 Costs of a Public Charging Point

8.1 The costs for Charging at a Public Charging Point are determined by and are for the benefit of the Charging Point Operator and consist of three components: Start rate, kWh rate and Time rate.

DAEN mobility Charging Station

8.2 The costs for Charging at a Charging Station with a rate set in accordance with article 3.3 are for the benefit of the owner of the Charging Station (are for the benefit of the Customer) and consist of three components: Start Rate, kWh Rate and Time Rate.



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8.3 The Customer may set and adjust the rate for Charging at the Charging Station in its Dashboard subject to the indicated maximum rates.

Back-Office subscription

8.4 The costs for the Back-Office subscription are determined by and are for the benefit of DAEN and consist of Subscription fees.

8.5 The Back-Office subscription takes effect from the moment the Charging Station goes online after installation for an indefinite period. The Subscription can be terminated with a one-month notice period by the end of each calendar month.

Charging services

8.6 The costs of the Charging Services are determined by and are for the benefit of DAEN and consist of monthly charges.

8.7 The Subscription will commence as soon as the Charging Card is activated. The duration of the Subscription is indefinite. The Subscription can be terminated with a notice period of one month by the end of each calendar month.

8.8 DAEN will invoice and collect both the costs for the Charging and the Charging Services.

Article 9 Installation service

9.1 The purchase of a Charging Station includes the use of the Installation Service, which consists of the Survey and the Installation, unless agreed otherwise in advance.

9.2 The initial stage of the Survey shall be telephone contact with DAEN or the Installer, or a request for information through an online questionnaire.

If this information proves insufficient to draw up a Final Quote, the Installer will carry out a physical survey on site. After the Survey, DAEN sends a Final Quote for the Charging Station and Installation Service.

9.3 The installation will be carried out by an Installer. If the Charging Station is not installed by a certified installer, the manufacturer's guarantee is cancelled.

9.4 If during the Installation it emerges that the information supplied by the Customer does not tally with the actual situation, resulting in an incorrect Final Quote being issued, the Customer is liable for any additional material or personnel costs.

9.5 If the Final Quote does not result in the purchase of a Charging Station, the Customer will be due to DAEN a fixed fee of € 85 (exclusive of VAT).

9.6 If the physical Survey is cancelled or changed less than 48 hours in advance or if the Customer is not present at the time agreed with the Installer for the Survey, the Customer will owe DAEN a fixed cost compensation of € 85 (excluding VAT).

9.7 If for an order of one Charging Station, the Installation is cancelled with less than 48 hours' notice, the Customer shall owe DAEN a fixed fixed cost compensation of € 85 (excluding VAT).

9.8 If for an order of two or more charging stations, the Installation is cancelled with less than two weeks' notice, the Customer shall owe DAEN the full installation costs.

9.9 For the completion of the Installation, the Installer fills out a completion checklist together with the Customer. Defects that cannot be repaired immediately must be noted on the completion checklist. Apart from the defects mentioned on the checklist, the Installation is considered completed as soon as the Customer has signed the checklist. The Installer shall repair any defects mentioned on the checklist within a reasonable period of time and free of charge if the defects cannot be attributed to Customer.



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Article 10 Payment conditions

10.1 The Customer is responsible for ensuring that the personal data provided at the start of the Contract, such as name, bank account number, invoicing address and e-mail address, are current, complete and correct and that any changes to these data are immediately communicated to DAEN.

10.2 DAEN may at all times immediately pass on an (interim) increase in tax, surcharges and other government-imposed levies to the Customer.

DAEN is furthermore entitled to apply an inflation adjustment with regard to the amounts to be charged to the Client.

10.3 The Customer pays the one-off costs of the Charging Station including the installation prior to installation through an invoice. The Customer may, if he so desires, request a different payment method. DAEN will charge the costs associated with such alternative payment method to the Customer. DAEN reserves the right to use another payment method.

10.4 The Customer pays the costs for the Charging Sessions, the monthly costs for the Service & Data Contract when purchasing a Charging Station, and the monthly Subscription costs for the Charging Service and the associated Charging Card on the date requested by DAEN through direct debit. The Customer issues a SEPA authorisation with respect to this. If so desired, the Customer can request a different payment method. DAEN will charge the costs associated with such alternative payment method to the Customer.

10.5 If the rate set in accordance with Article 8.2 entitles to payment of money, DAEN will pay this amount every three months to the bank account number indicated by the Client.

10.6 If a direct debit fails, a direct debit is reversed or a payment term is exceeded in any other way, payment default will take effect immediately. You will not first receive a notice of default. Payment default may have implications for any discounts.

10.7 In the event of continued payment default, a first reminder will be submitted free of charge. From that moment you have 14 days to pay your overdue payment. If the payment has still not been made 14 days after the first reminder, the claim will be handed over to a collection agency. The statutory collection costs are published at: www.consuwijzer.nl/thema/incassokosten.

10.8 DAEN sends invoices to the email address provided by the Customer and publishes them in the online dashboard.

10.9 Any complaints about invoices must be reported to the Customer Service before the end of the payment term. The Customer's payment obligation will only be suspended if the complaint about an invoice has been submitted within the payment term of that invoice and has been provided with sufficient explanatory information. In that case, the payment obligation will be suspended until DAEN has decided on the complaint.

10.10 If a Customer submits invalid claims regarding an invoice more than three times per calendar year, DAEN will charge this Customer an administration fee of at least € 15 (excluding VAT) and/or cancel the Subscription.

10.11 If a Customer is in Default, the Customer must compensate DAEN's reasonable costs to obtain payment out of court, as well as the statutory interest for each day that payment is made late.

10.12 A Customer may not offset any amounts against, or suspend or apply a discount to his payment obligation.



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Article 11 Customer Service

11.1 The Customer can contact DAEN's Customer Service for any questions and/or complaints regarding the Products and Services. DAEN may refer the Customer to the Customer Service of the Installer or the Charging Station supplier. Outside office hours, the Customer will automatically be put through to the 24/7 Customer Service Department of the Charging Station supplier for questions and/or complaints concerning the Charging Station.

DAEN is not responsible for the quality of the Service Centre of the Installer or Charging Station supplier.

Article 12 Transfer to third parties

12.1 DAEN may transfer all or part of its rights and obligations under the Contract to a third party. The Customer hereby grants its consent to such a transfer in advance.

12.2 The Customer may not transfer all or part of its rights or obligations under the Contract to a third party without the prior written consent of DAEN.

Article 13 Liability on the part of DAEN

13.1 DAEN's liability for indirect damage (including consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage by third parties, impairment or loss of data, goods, materials or software of third parties) is expressly excluded.

13.3 DAEN provides the Customer with general information relating to its Products and Services on, among others, its Website. DAEN compiles such information with care, but cannot be held liable for any incompleteness or inaccuracy of the information.

13.4 Unless agreed otherwise, delivery times and delivery dates issued by or on behalf of DAEN are not deadlines.

13.5 DAEN is not liable for damage that is (partly) caused by Unauthorised Use.

13.6 DAEN is not liable for damage that is (partly) caused by the fact that the Electric Vehicle and/or the charging cable do not meet the requirements set by legislation and regulations. These requirements must include proper implementation of the IEC 62196 mode 3 protocol including the ability to respond to the charge control in the case of full mode 3 implementation.

13.7 DAEN is not liable for damage occurring as a result of or in relation to the fact that the electricity is temporarily switched off during the Survey or Installation.

13.8 DAEN is not liable for any damage or loss resulting from Public Charging Points that are not, not properly or not fully performing or not available, or from the provision of (inaccurate) information about the availability of Public Charging Points. On request, DAEN may put the Customer and the Public Charging Point operator in contact with each other.

13.9 A Charging Station operates through infrastructure (public or otherwise), including (mobile) Internet connections and the electricity network. DAEN is not liable for any damage resulting from faults in this infrastructure or in the supply of electricity to the Charging Station.

13.10 The limitations of liability in this article also apply to the acts and omissions of third parties engaged by DAEN for the execution of the Contract, such as the Installer and the Charging Station supplier.

13.11 The limitations on liability in this article lapse if and insofar as the damage is the result of deliberate or wilfully reckless acts or omissions on the part of DAEN. Intentional or deliberately reckless acts or omissions by third parties engaged by DAEN, such as the Installer or the Charging Station Supplier, however, do not invalidate any limitations of liability that are in DAEN's favour.

13.12 The Customer must report any damage to DAEN as soon as possible, yet in any case within 10 days after the day on which the Customer has noticed or could reasonably have noticed the damage or shortcoming.

Article 14 Liability on the part of the Customer



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14.1 The Customer will take all necessary precautions to enable a safe and trouble-free Survey or Installation. The Customer indemnifies DAEN, the Installer and other third parties against any loss they may suffer if these precautionary measures prove to be inadequate.

14.2 The Customer will indemnify DAEN against any claims for compensation for damage and/or costs incurred by third parties engaged by DAEN in the execution of the Contract, such as the Installer and the Charging Station Supplier, suffered or occurred by these third parties as a result of acts or omissions by or on behalf of the Customer. The Customer will also compensate DAEN for the costs incurred in settling the matter.

14.3 The Customer is jointly and severally liable for all damage that arises as a result of acts and/or omissions by third parties to whom the Customer has granted permission or who has actually enabled the Customer to use Products and/or Services. The Customer indemnifies DAEN for all costs incurred by DAEN as a result of such act or omission and any damage claims by third parties relating to situations in which the Customer is liable as described in this article.

14.4 If the Customer causes damage to a Public Charging Point, the Customer will be liable to the Public Charging Point operator with respect to this. DAEN will put the Public Charging Point operator in contact with the Customer upon request.

Article 15 Force majeure

15.1 If proper fulfilment by DAEN is partly or entirely impossible as a result of force majeure, both DAEN and the Customer will be entitled to terminate the Contract. The Customer has no right to compensation in the event of Force Majeure.

15.2 Force majeure includes, among other things: disruptions on the internet, disruptions in the electricity supply, disruptions in the sending and receiving of e-mail, delays on the part of and/or failure to perform by suppliers and/or Public Charging Point Operator and/or other third parties engaged by DAEN, government measures and legislation, strikes, all circumstances that disrupt the normal business operations of DAEN and/or its suppliers and anything else covered by force majeure under Dutch law.

Article 16 Default

16.1 DAEN may suspend the delivery of Products and/or Services from the date on which the Customer is in default until such time as DAEN has received the full amount owed by the Customer.

16.2 DAEN's legal claim for payment of amounts owed pursuant to the Contract will be cancelled upon the expiry of two years.

Article 17 Intellectual Property

17.1 The Customer agrees that all intellectual property rights (including copyright, trademark rights, database rights and patent rights) contained in Products and/or Services shall remain the property of DAEN and/or its licensors. With respect to the delivery of Products and/or Services, DAEN may use or develop products, methods containing data provided by the Customer or information derived therefrom, which will then form part of DAEN's property rights. The Customer must refrain from infringing DAEN's intellectual property and other rights.

Article 18 Privacy

DAEN will process the Customer's personal data for the purposes of entering into and executing the Contract. DAEN will process these personal data in accordance with the applicable legislation and regulations. DAEN's personal-data handling is described in the Privacy Statement, which is available at <https://daenmobility.nl>.



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18.2 In order to enter into and execute the Contract, DAEN will share the processed Customer's personal data with the Installer, the Charging Station supplier and any other third parties. DAEN does not require the Customer's consent for these purposes.

Article 19 Right of withdrawal

19.1 The right of withdrawal means that a Customer who is also a Consumer may dissolve the Contract during the Withdrawal Period, free of charge and without stating reasons.

19.2 If the Consumer wishes to exercise the right of withdrawal, he must inform the Customer Service of this within the Withdrawal Period, preferably through the Withdrawal Form.

19.3 The Consumer is expected to inspect the Product immediately upon receipt.

If the delivered Product is wrong, faulty or incomplete, the Consumer must notify DAEN within 14 days of receipt.

19.4 If, also in DAEN's opinion, the Product is wrong, faulty or incomplete, DAEN shall remedy the problem free of charge or reimburse the purchase price.

19.5 The aforementioned article does not apply if:

- a. the Consumer fails to fulfil an obligation under the Contract in respect of DAEN;
- b. the Consumer has repaired and/or modified the Product himself or has had it repaired and/or modified by third parties;
- c. the Product has been exposed to abnormal conditions or has otherwise been handled carelessly or contrary to DAEN's instructions and/or instructions for use on the packaging;
- d. the deficiencies of the Product are wholly or partially the result of regulations laid down by the government with regard to the type or quality of the materials applied.

Article 20 Right of Withdrawal regarding the Charging Station (and associated Installation Service)

20.1 The Withdrawal Period for the dissolution of a Contract relating to a Charging Station (and related Installation Service) will commence on the day after the Consumer has taken delivery of the Charging Station.

20.2 The Consumer is expected to handle the Charging Station, its parts, supplied documentation and packaging with care during the Withdrawal Period.

The Consumer will only unpack or use the Charging Station during the withdrawal period to the extent necessary in order to assess whether he wishes to keep it.

20.3 The installation by the Consumer of the Charging Station or installation on his behalf during the Withdrawal Period constitutes use and the Consumer may no longer exercise his right of withdrawal. The Installer will only install the Charging Station during the withdrawal period if the Consumer explicitly waives his right of withdrawal prior to the execution of the Installation Service. If so desired, the Consumer may have the Charging Station uninstalled by the Installer at his own expense.

20.4 The Right of Withdrawal is void if the Consumer has damaged the Charging Station.

20.5 The Right of Withdrawal is excluded if the docking station has been constructed to the Consumer's specifications (custom-made).

20.6 The Consumer must return the charging station with all its accessories in the original packaging (including accessories and accompanying documentation) to the Charging Station Supplier within 14 days after having exercised the Right of Withdrawal. The costs involved will be charged to the Consumer.

20.7 As soon as the Consumer has proved that he has returned the charging station to the Charging Station Supplier in its original packaging, DAEN will refund the amount paid by the Consumer within 14 days. DAEN may charge the Consumer for any decrease in the value of the Charging Station if the Charging Station has suffered any damage caused by the Consumer.

Article 21 Right of Withdrawal for the Charging Service (with associated Charging Card)



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21.1 The Withdrawal Period for a Contract relating to the Charging Service (and the related Charging Card) starts on the day after the Contract was concluded.

21.2 The Consumer may only use the Charging Service during the Withdrawal Period if he explicitly waives his right of withdrawal prior to the Charging Service being provided. The Consumer will be given the opportunity to do so during the online activation of the Charging Card.

21.3 This waiver does not alter the fact that the Consumer may cancel the Contract concerning the Charging Service (with the associated Charging Card) within the Withdrawal Period, however, DAEN may in that case charge the Consumer for the costs of the Charging and Charging Services (Subscription fees).

Article 22 Final provisions

22.1 DAEN may engage third parties at its own discretion for the execution of the Contract.

22.2 DAEN is at all times entitled to amend the rates, the other content of the Contract and the General Conditions unilaterally. Amendments will take effect from the date of their publication on the Website, unless indicated otherwise, and will invalidate the rates and/or General Terms and Conditions that have applied up to that time. Changes in the General Terms and Conditions also apply to current Contracts. Changes in the rates and Services will apply as soon as the relevant Contract is renewed (automatically or otherwise). If the Customer does not wish to accept a change which applies to him, he may terminate the Contract subject to 30 days' notice, unless the change only concerns a minor amendment to the General Terms and Conditions.

22.3 If any provision of these General Terms and Conditions proves to be invalid or void, the other provisions shall remain fully in force and the parties shall consult on a substitute provision, whereby the purpose and purport of the provision to be replaced shall be maintained to the greatest possible extent.

22.4 All legal relations between DAEN and the Customer are governed by Dutch law.

22.5 The District Court in 's-Hertogenbosch is exclusively competent to hear and issue a ruling on any disputes between DAEN and the Customer.



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Definitions

Subscription The Customer's subscription with DAEN pursuant to which the Customer is entitled to the Charging Services upon payment of Subscription fees.

Subscription fee The fee for each Charging Card (including VAT) due by the Customer to DAEN on a monthly basis.

General Terms and Conditions These general terms and conditions, including any appendices.

Back-Office subscription The contract referred to in Article 6.

Consumer The Customer, being a natural person not acting in the course of a profession or business.

Contract The contract under which the Customer purchases a Charging Station (with associated Installation Service and Back-Office subscription) or Charging Service (with associated Charging Card) from DAEN. These General Terms and Conditions form an integral part of the Contract.

Dashboard The online environment in which the Customer can view, among other things, the use of the Charging Station and/or the Charging Card and set the rates.

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Services The Charging Service and/or Installation Service separately or together.

Final Quote The quotation drawn up by the installer or DAEN after completion of the Survey.

Electric Vehicle A wheeled road vehicle that is fully or partly powered by an electric motor, which vehicle may or may not make use of electricity stored in a battery, rechargeable by use of a (Public) Charging Point or Charging Station.

Guest Use The use of the Charging Station by a third party/guest.

Withdrawal Form The standard form for withdrawal from the Contract within the Withdrawal Period, free of charge and without stating reasons.

Withdrawal Period The statutory period of 14 days in which a Contract may be cancelled free of charge and without stating reasons.

Installer A recognised and certified installation company with, for example, the KvINL hallmark or KOMO-Insta.

Installation (service) The Survey for the Charging Station and preparing it for use.

Customer The natural or legal person who has purchased Products and/or Services from DAEN.

KWh rate Price per quantity of electricity purchased.

Charging Service Providing the Customer with access to Charging Stations and Public Charging Points through a Charging Card, providing insight into usage within Charging Sessions, invoicing of Charging Sessions and providing Customer Service.

Charging Card The personal pass issued by DAEN, which may also be in the form of a key ring or a token on a smartphone, which provides access to the Public Charging Point infrastructure.

Charging Point Socket on a private or public Charging Station.

Charging Session A session of 2 minutes or longer (or 0.5 kWh consumption or more) during which the Electric Vehicle is charged.

Charging Station A facility provided on behalf of DAEN used to charge the battery of an Electric Vehicle.

Charging Charging an Electric Vehicle through a Charging Station or a Public Charging Point.

Unauthorised Use This includes the use of a Charging Station or Public Charging Point in an unprofessional or improper manner (including the use of charging cables without CE approval mark or otherwise qualitatively substandard, unsuitable, faulty or defective charging cables and/or plugs, as well as the use of charging cables which are too easily disconnected during locking); the use of charging cables that are not suitable for the load capacity of the Electric Vehicle in question; charging (or attempted charging) unsuitable vehicles or other items; the use of a Product or item other than those specified in DAEN's instructions, the instructions of Public Charging Point Operators or the applicable legal (safety and other) regulations, as well as any damaging act or omission by the Customer.



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Products The Charging Card and/or the Charging Station separately or together.

Public Charging Point A facility accessible through the Charging Card which enables the battery of an Electric Vehicle to be charged.

Public Charging Point Operator A provider of a Public Charging Point with whom DAEN has concluded a user agreement.

Public Charging Point Infrastructure The network of Public Charging Points to which the DAEN Charging Card provides access, consisting of the Public Charging Points of various Public Charging Point Operators.

Start rate Fixed fee per Charging Session which is determined by the Public Charging Point Operator.

Time rate Depending on the terms and conditions of the Public Charging Point Operator, this is the price per time unit calculated from the time of connection to the Public Charging Point until the time of disconnection from the Public Charging Point, or the price per time unit calculated from the end of the Charging Session until the time of disconnection from the Public Charging Point. One of the purposes of the rate is to ensure that Public Charging Points are not occupied unnecessarily.

Survey The examination of the charging station's suitability for placement, determination of the installation package and any additional work. The examination may be conducted through an online questionnaire, telephone questionnaire or a physical visit.

Default A Customer is in default if he fails to meet his agreed (payment) obligations under the Contract on time.

Website www.daenmobility.nl