



GENERAL TERMS AND CONDITIONS OF THE SALES AND INSTALLATION OF ELECTRIC CAR CHARGER

These terms shall be valid from 24.05.2021

1. GENERAL PROVISIONS

- 1.1. These general terms (hereinafter **Terms**) shall establish the rights and obligations of the Seller (**Eesti Energia AS, hereinafter EE**) and the Customer (**Customer**) with regard to the agreement (**Agreement**) concluded for the sales and installation of an electric car charger (**Equipment**). These terms shall form an integral part of the Agreement.
- 1.2. EE and the Customer shall be hereinafter jointly named as Parties and individually as Party.
- 1.3. EE shall sell the Equipment and provide related services under the Enefit Volt trademark.

2. PLACING AN ORDER, PAYING BILLS AND CONCLUDING A CONTRACT

- 2.1. In order to receive a sales offer, the Customer shall select a suitable Equipment with installation on the Enefit Volt website using a calculator and submits the order through the appropriate form.
- 2.2. An EE sales specialist shall call the Customer after receiving the request form and specify the sales and payment terms and details regarding the installation of the Equipment. During the phone call, EE shall determine whether the work carried out for the installation of the Equipment falls under the standard installation specified on the web page or additional work is required, in regards to which a quote shall be made to the Customer.
- 2.3. The EE sales specialist shall send the final sales offer to the e-mail of the Customer after the phone call. The quote shall include detailed information about the requested Equipment, applicable package, applicable Terms and installation to be carried out. Following the quote, EE shall issue an invoice to the Customer within 2 (two) working days. The Customer pays for the Equipment according to the submitted invoice(s) or in instalments. If the Customer pays for the Equipment and the installation in instalments, the first invoice will be sent before installation and the other invoices after installation.
- 2.4. The Agreement is considered to be concluded after the payment of the first invoice or the conclusion of an instalment agreement with the creditor. By concluding the Agreement the Customer confirms their agreement with the quote and applicable Terms. EE shall not fulfil an unpaid order.
- 2.5. When paying in instalments, the Customer undertakes to pay for the Equipment in accordance with the submitted invoices. The invoice is considered paid upon receipt to EE.

3. DELIVERY AND INSTALLATION OF THE EQUIPMENT

- 3.1. The Customer shall provide EE detailed information on the installation location of the Equipment and the electrical installation of the Customer to which the Equipment shall be connected during the preparation of the sales offer. The Customer is solely responsible for submitting incomplete data.
- 3.2. EE or its subcontractor shall carry out the installation in accordance with the applicable legislation, in compliance with the requirements of the regulations on occupational health, safety, fire safety and environmental protection.
- 3.3. EE has the right to erect auxiliary facilities (supports, railings, shelters, etc.) for the installation of the Equipment and the obligation to demolish and/or remove the erected auxiliary facilities, unless otherwise agreed.

- 3.4. During the installation, the nominal power of the Equipment is also set according to the parameters provided by the Customer and the authorization cards included in the device are interfaced with the Equipment. The SIM card in the Equipment is also activated for remote Equipment management and to enable additional functions. The SIM card is activated for two years, unless otherwise agreed in the Agreement.
- 3.5. Prior to the installation of the Equipment, the Customer undertakes to make sure that they have the permission to install the ordered Equipment at the location selected by the Customer and the electrical installation to be connected to the Equipment meets the requirements. Upon the entry into force of the Agreement, it shall be deemed that the Customer has given EE and its authorized person the consent necessary for the performance of the Agreement for the use of the installation location of the Equipment. If the Customer does not own the location of the installation of the Equipment or there are more owners in addition to the Customer, the Customer shall obtain all consents necessary for the performance of the Agreement before starting the installation of the Equipment. The Customer is solely responsible for having all necessary permits, approvals, consents and other necessary documents (including construction notice/building permit, consent of the housing association, etc.) and all necessary preliminary work for the installation of the Equipment has been performed. EE shall not be responsible for any particular features and deficiencies of the installation location of the Equipment that are caused by the non-compliance/lack of required permits, accesses, approvals, consents or documentation.
- 3.6. An electrician of EE shall travel at the agreed time to the delivery address specified by the Customer. If the work is carried out outside of Harju, Tartu or Pärnu County, a transport fee of 0.60 euros per kilometre shall be added to the price. If the Customer or his/her authorized adult representative is not present at the agreed time, EE has the right to demand a fee for the visit in accordance with <https://www.energia.ee/et/abi/hinnad-ja-paketid> the price list (Price list), regardless of location.
- 3.7. Prior to installation, the Customer undertakes to make sure that the Equipment is in visually good condition and to notify EE immediately of any defects or doubts. EE electrician installs the Equipment in accordance with the Agreement and the specifications made by the Customer. Following the installation, the Parties shall verify that the Equipment is operational.
- 3.8. If, during the installation of the Equipment, it becomes clear that the Customer has made a mistake in providing the installation information, ordered wrong electrical work and/or additional equipment or there is another deficiency arising from the default of the Customer which prevents the installation of the Equipment, the Customer shall pay the amounts already spent (e.g. transportation, hourly rate) in accordance with the price list available at <https://www.energia.ee/et/abi/hinnad-ja-paketid>. The EE electrician and the Customer shall identify any deficiencies on site and, if possible, the Customer shall eliminate them independently or order the service from EE in accordance with the Price List. If necessary, the Parties shall agree upon a new installation date, which must be at the latest 30 (thirty) calendar days from the original installation date. An invoice for any expenses and potential additional work shall be issued after the installation.
- 3.9. If the Equipment cannot be installed due to reasons arising from EE, then EE shall eliminate the issue within reasonable time and the Parties shall agree upon new installation date which shall be at the latest 14 (fourteen) days from the initial installation date.
- 3.10. The Equipment shall be delivered to the Customer or their authorised adult representative on the basis of an instrument of delivery and receipt and, following the installation, an instrument of installation shall be drawn up (jointly also referred to as Instruments). After drawing up the deeds, the ownership of the Equipment and the risk

of accidental destruction and damage will be transferred to the Customer. In case of deficiencies, the Parties shall sign the instrument of installation after the elimination of such deficiencies.

3.11. EE hands the Customer over the Device packaging along with all its contents, the necessary technical documentation and the user manual.

4. REMOTE MANAGEMENT AND MAINTENANCE OF THE EQUIPMENT AND USING THE ADDITIONAL FUNCTIONALITIES

4.1. During the installation of the Equipment, a SIM card shall be activated to enable the remote management of the equipment and access to additional functionalities provided by EE.

4.2. The remote management of the Equipment allows EE to adjust the settings of the Equipment to a limited extent upon a request of the Customer, carry out diagnostics and software updates and solve error messages.

4.3. Using the additional functionalities provided by EE requires an activated SIM card.

4.4. The SIM card is activated for two years, unless otherwise agreed in the Agreement. At the end of the period, the activation will be extended according to the Price List. If the activation is not extended, the Customer can continue to use the Equipment according to the last settings valid before the end of the activation period.

4.5. The Customer undertakes to ensure that EE has access to the Equipment for maintenance, inspection or dismantling within a reasonable time. EE notifies the Customer in advance of the need to maintain, check or disassemble the Equipment.

4.6. In matters regarding the additional functionalities or authorisation cards the Customer may contact EE by sending an e-mail at info@enefitvoltage.com.

5. Termination of the Agreement and Withdrawal from the Agreement

5.1. EE has the right to terminate the Agreement in an extraordinary manner if EE is not able to install the Equipment. The Equipment cannot be installed, inter alia, if:

5.1.1. The Customer did not eliminate the deficiencies specified in clause 3.8 and did not agree on a new installation time;

5.1.2. The Customer has not received the permits, approvals or consents required to install the Equipment and it will take more than 60 calendar days to obtain them;

5.1.3. The Customer materially violates the obligations arising from the Agreement, including the obligation to pay for the Equipment or its installation.

5.2. The Customer shall have the right to cancel the order without any additional charges after the conclusion of the Agreement if the Equipment has not yet been delivered. In order to cancel the Agreement/order, the Customer should send a respective notice to info@enefitvoltage.com.

5.3. The withdrawal procedure specified in this clause (clause 5) does not apply to the concluded instalment agreement. Withdrawal from the instalment agreement shall take place in accordance with the procedure specified in the said agreement.

5.4. The Customer agrees with the provision of the service during the withdrawal period.

5.5. Business customer (i.e. the consumer) may withdraw from the agreement without giving a reason within 14 (fourteen) days after signing the Equipment Handover-Receipt Act. An unambiguous application for withdrawal from the contract must be sent to EE by e-mail info@enefitvoltage.com. The Customer must stop using the Equipment immediately after submitting the withdrawal application. The Customer is obliged to follow EE's instructions regarding the packaging and transport of the Equipment in order to ensure the preservation of the item and its original packaging until the Equipment reaches EE.

5.6. The Equipment must be returned no later than 14 (fourteen) days after the day on which the Customer notified EE of the withdrawal from the Agreement. EE gives the Customer

instructions on where and how the Equipment has to be returned. The deadline has been met if the Equipment reaches EE before the end of the 14 (fourteen) day period. The Equipment must be removed by a qualified electrician. The Customer has the opportunity to order the removal of the Equipment from EE for a fee.

- 5.7. Upon withdrawal from the Agreement, EE shall return Customer the payments made for the Equipment (except for installation and other electrical work, including standard installation) immediately, but not later than 14 (fourteen) days after the withdrawal application reaches EE, provided that the Customer has returned the Equipment to EE by that time and there is no basis for reducing or offsetting the amount returned to the Customer by the amount specified in clause 5.10. EE makes a refund using the same payment method that the Customer used to make the payment, unless the Customer has given consent to use a different payment method. There is no service charge or other cost for the Customer to return such payments. EE has the right to refuse to make refunds until EE has received and inspected the Equipment.
- 5.8. The Equipment must be returned to EE together with the original packaging (may have opening marks, but not damaged) and in the original set (include all items in the product packaging, including installation and operating instructions, fasteners, accessories).
- 5.9. The direct costs of returning the Equipment must be covered by the Customer. If the Customer orders an EE electrician to remove the Equipment, it must be paid for in accordance with the Price List (incl. transport, electrician's hourly price). The Equipment must in any case be removed by a qualified electrician and EE has the right to request a certificate from the Customer.
- 5.10. If the Equipment returned by the Customer has been used or tried in any other way than would normally be allowed in the store or the Customer has used the Equipment more (e.g. has started to use the Equipment on a daily basis) than necessary to verify its nature, characteristics and operation, the Customer is responsible for the decrease in the value of the Equipment. If the Customer does not agree with the decrease in value indicated by EE, they have the right to turn to an independent expert who has the authority of the Equipment manufacturer to perform the expert examination to determine it.
- 5.11. EE shall have the right to submit claims in regards to the reduction in the value of the Equipment within 1 (one) month from the return of the item.

6. LIABILITY AND SUBMISSION OF A CLAIM

- 6.1. The Parties shall be liable to the other Party for damage caused by non-performance or improper performance of the obligations arising from the Agreement. In the event of a breach of the Agreement, the Parties have the right to use all legal remedies arising from law and the Agreement together, provided that the simultaneous application of legal remedies is not in conflict with law.
- 6.2. Upon delivery of the Equipment, the Customer shall thoroughly review it and immediately notify EE of its claims before signing the delivery-acceptance certificate. After the installation of the Equipment, the Customer thoroughly reviews the installation and the Equipment, and in case of defects, submits a complaint before signing the installation report. EE undertakes to eliminate the deficiencies set out in the claim within a reasonable time.
- 6.3. EE is responsible for the Equipment until it is installed. By signing the deeds, the Equipment is deemed to have been handed over to the Customer and the installation work has been performed. If the Customer has not signed the Deeds within 3 working days after the submission of the Deed by EE and the Customer has not submitted claims to EE regarding the defects, the ownership of the Equipment and the installation work shall be deemed transferred to the Customer.

- 6.4. If, after signing the Deeds, the Customer discovers the non-compliance of the Equipment and/or installation with the Agreement, which could not be detected upon delivery, he/she shall notify EE via e-mail address info@enefitvolt.com immediately, but not later than within three (three) working days.
- 6.5. The Consumer has the right to submit a claim to EE within 2 (two) years from the date of delivery/installation of the Equipment in case of Equipment and/or installation that does not comply with the Terms and Conditions. In the case of legal entities, the manufacturer's warranty period applies.
- 6.6. In order to exercise the right to submit a complaint, EE must be contacted via e-mail info@enefitvolt.com. EE provides the Customer instructions on how to proceed. EE responds to the Customer's claim within 15 (fifteen) days.
- 6.7. The claim must be submitted immediately, but not later than within 2 (two) months from the discovery of the defect in the Equipment or installation. If a defect is discovered, the Customer must take reasonable measures to preserve and protect the Equipment, including not using the defective Equipment. The right to submit claims regarding the installation terminates if the Customer independently removes and/or relocates the Equipment.
- 6.8. The Equipment must comply with the terms of the Agreement. The Equipment does not meet the terms of the agreement if at least one of the following conditions is true.
Equipment:
 - 6.8.1. does not meet the technical conditions given by the seller and/or the manufacturer;
 - 6.8.2. is unsuitable for the purpose for which the Equipment with such a description is normally used, taking into account the installation and use conditions of the Equipment.
- 6.9. EE is not responsible for the defects of the Equipment and does not eliminate them free of charge in the following cases:
 - 6.9.1. The Equipment is removed and/or relocated by an unqualified person;
 - 6.9.2. In case of normal wear and tear of the Equipment;
 - 6.9.3. Equipment failure is due to mains voltage fluctuations and/or loss of phase(s);
 - 6.9.4. The Customer does not submit Equipment handover-acceptance certificate or purchase invoice to EE along with their claim. Without a document proving the purchase, EE might not resolve the claim;
 - 6.9.5. The serial number has been removed/replaced from the Equipment and/or part, the control sticker or marking sticker has been damaged;
 - 6.9.6. the defect is caused by external factors (thunder, non-compliant voltage, voltage fluctuations, humidity, liquid, mechanical damage, etc.);
 - 6.9.7. The Equipment has been used in contravention of the User Manual of the Equipment, technical documents and the terms of use and warranty provided in the Agreement;
 - 6.9.8. The Equipment has been repaired without the consent of EE;
 - 6.9.9. The Equipment has been used incorrectly (incl. if the Equipment has been repaired by a person not authorized by the manufacturer);
 - 6.9.10. In the event of a defect in the Equipment, if the Customer does not allow EE to inspect the Equipment (EE or a person authorized by EE has the right to check the compliance of the installation method with the installation instructions of the seller or manufacturer, if installed by third parties).
- 6.10. A handling fee (incl. transport) shall be paid for the examination/diagnostics performed on the Equipment if:
 - 6.10.1. The Equipment does not have the described defects and the Equipment is in working order according to the diagnostic results;

- 6.10.2. Neither EE nor the manufacturer is responsible for eliminating any defect in the Equipment;
- 6.10.3. the circumstance specified in clause 6.9 is established.
- 6.11. The Customer does not have to pay the handling fee for diagnostics within the first six months from the receipt of the Equipment. After that, the Customer shall pay the handling fee in the cases specified in clause 6.10.
- 6.12. If as a result of the examination it turns out that the deficiencies are caused by the factors listed in clause 6.9, but it is possible to repair the Equipment, then the Customer has the opportunity to order repair from the manufacturer for a fee.
- 6.13. If during the diagnostics, repair and/or maintenance of the Equipment there is a need to replace a component that EE is not obliged to replace under EE's responsibility and/or warranty, the component is subject to replacement with the Customer's prior consent and EE invoices for the cost of the component.
- 6.14. EE is not responsible for the retention of data on any Equipment due to repairs.
- 6.15. EE provides a replacement Equipment under warranty for the repair period of the Equipment. The replacement Equipment does not have to be equivalent to the Equipment. The Customer undertakes to use the replacement device prudently. The Customer undertakes to return the replacement device provided to them to EE at their own expense when their Equipment has been returned from examination or repair. If the Customer violates the return of the replacement device to EE, the latter has the right to refuse to return the Equipment to the Customer.
- 6.16. In the event of non-compliance of the Equipment with the terms of the agreement, the Customer has the right to rely on legal remedies provided by law, including demanding repair, replacement of the Equipment or withdrawing from the Agreement and returning non-compliant goods.
- 6.17. Breach of the obligations arising from the Agreement is excusable, among other things, if the breach is caused by *force majeure*. *Force majeure* is a circumstance, which a party could not influence and approached on the principle of reasonableness, could not be expected by it that it should be taken into consideration when signing the Contract or it could be avoided or a hindering circumstance or an exceedance of its consequences. *Force majeure* is also considered to be a delay in the delivery of the Equipment due to a third party, including if EE's contractual partner is late in delivering the Equipment or spare part or violates other contractual obligations to EE.
- 6.18. Non-performance due to *force majeure* shall be considered excusable provided that the Parties make every effort to avoid such a situation. The Party whose obligation is hindered by this circumstance shall notify the other Party at least in a form that can be reproduced in writing.
- 6.19. The Parties undertake to resume their contractual obligations as soon as the event of *force majeure* has passed or the circumstance has been eliminated. In the event of *force majeure*, the term for performance of the obligation arising from the Agreement shall be extended by the period during which the performance of the Agreement was interrupted due to the said events or circumstances.
- 6.20. The Parties shall reimburse each other for all direct and indirect expenses incurred due to non-performance or improper performance of obligations arising from and related to the Agreement. EE is not liable for any other damages that may occur to the Customer and/or third parties. Among other things, EE is not obliged to compensate the Customer for lost income or damage caused to third parties.

7. WARRANTY

- 7.1. EE mediates the manufacturer's warranty to the Customer. The warranty conditions specified in this clause specify the warranty conditions established by the manufacturer of the respective Equipment for both the consumer and the legal entity.
- 7.2. During the warranty period, the warranty gives the Customer the right to demand the repair of the manufacturer's defects in the Equipment free of charge or to demand the replacement of the Equipment. EE provides a replacement device for the warranty/repair period in accordance with clause 6.15 of the Conditions. The guarantee is valid in the territory of the Republic of Estonia. In addition to the guarantee, other legal rights apply to the consumer.
- 7.3. The warranty period starts from the delivery of the Equipment to the Customer and is valid for 2 (two) years from the signing of the Delivery-Acceptance Deed (warranty period).
- 7.4. EE shall not be liable for defects occurring during the warranty period due to incorrect operation of the Equipment or if the products have been damaged by actions of the Customer or third parties or other circumstances beyond the control of the seller, including intentional or unforeseeable mechanical damage.
- 7.5. EE is not responsible for the defects of the Equipment in the warranty procedure and/or eliminates them in the cases specified in clause 6.9 of the Conditions free of charge.
- 7.6. The sales guarantee expires if:
 - 7.6.1. The Customer has not duly complied with the warranty conditions and/or the conditions set out in the Instructions for Use and/or Installation of the Equipment and/or the requirements set out in these Conditions;
 - 7.6.2. The Equipment will be removed/relocated by an unqualified person.
- 7.7. The warranty covers the cost of repairing defects in the Equipment due to design, manufacturing and material defects and defects caused by those errors. In case of other errors, the Customer has the opportunity to order a paid repair in accordance with clauses 6.12 and 6.13.
- 7.8. The sales invoice and/or purchase receipt is a document certifying the validity of the Equipment's warranty.
- 7.9. In the event of a warranty event, the Customer undertakes to pay a handling fee in accordance with clause 6.10 of the Conditions.
- 7.10. The Parties shall proceed from the provision of the contract guarantee pursuant to § 650 of the Law of Obligations Act and the standard terms and conditions of the contract for the construction of the electrical installation of Eesti Energia AS. During the warranty period, EE will eliminate all non-compliances with the terms of the installation contract at its own expense. EE shall eliminate non-compliances with the terms of the Agreement within a reasonable term. EE is released from the obligation provided for in this clause if the deficiencies in the work have arisen due to improper use of the Customer's work and/or violation of the operating procedure and/or reconstruction.
- 7.11. In case of a warranty case, EE must be contacted via e-mail info@enefitvoltage.com. EE provides the Customer instructions on how to proceed.

8. COMMUNICATION OF NOTICES

- 8.1. Notices, consents, approvals and other declarations of intent are considered to be in accordance with the Agreement and served if the declaration of intent has been communicated to the other party in writing, in a format which can be reproduced in writing or electronically, using the contact details specified in the Agreement, if a specific permitted form for the submission of a specific declaration of intent has not been specifically agreed in the Agreement or in the Terms and the Customer has had a reasonable opportunity to review it. A declaration of intent communicated verbally shall

be considered to have been communicated if EE has recorded it. EE may also communicate a declaration of intent on an invoice.

- 8.2. The Customer shall immediately notify EE of any changes to the contact information specified in the Agreement. The Customer may change their contact information by e-mailing a respective notice at info@enefitvolt.com.
- 8.3. The Parties shall notify each other immediately about any circumstances that may hinder the execution of the Agreement.

9. FINAL PROVISIONS

- 9.1. EE shall process the personal data of the Customer in accordance with the Principles of Eesti Energia customer data processing available at <https://www.energia.ee/et/abi/lepingud-ja-volitused>. For the purpose of providing the remote management service, EE also processes the usage data of the Equipment, including usage history. In case of the use of additional functionalities, the personal data shall be processed for the purpose and in the extent specified for the specific additional functionality. Unless stated otherwise in a specific clause, any references to clauses mean the clauses of the Terms.
- 9.2. If any of the provisions of the Contract turns out to be void due to the fact that it contradicts legal acts of the Republic of Estonia partially or in full, it does not affect the validity of remaining provisions or their parts. The Parties shall do their best in order to replace a void provision with a valid provision that would conform to the content and meaning of the Contract.
- 9.3. If one of the Parties incurs expenses as a result of collecting debt from another Party (including the expenses incurred as a result of assignment of the right of claim), another Party undertakes to compensate for all of the expenses related to the collection of debt. From the amounts paid for the purpose of settlement of debt, first of all, the penalty debt is covered, then the expenses related to debt collection (also including the expenses on legal aid), and the main debt is settled last of all.
- 9.4. All of the disagreements arising from the Contract shall be resolved by the Parties by means of negotiations. For the settlement of disputes, consumers shall have the right to turn to the Consumer Protection and Technical Regulatory Authority or a court. If it is not possible to reach an agreement, disputes shall be resolved in Harju County Court.