



## **GENERAL TERMS AND CONDITIONS OF SALE AND INSTALLATION OF ELECTRIC CAR CHARGERS**

The terms and conditions are effective as of 31 Aug 2020

### **1. GENERAL PROVISIONS**

- 1.1. These General Terms and Conditions (**Terms**) set out the rights and obligations of the Seller (**Eesti Energia AS**, hereinafter referred to as **EE**) and the Customer (**Customer**) in relation to the Contract (**Contract**) concluded for the sale and installation of electric car chargers (**Device**). These Terms are an integral part of the Contract.
- 1.2. EE and the Customer are hereinafter jointly referred to as the Parties, individually as the Party.
- 1.3. EE sells the Device and provides charger-related services through the Enefit Volt brand.

### **2. PLACING AN ORDER AND CONCLUSION OF THE CONTRACT**

- 2.1. In order to receive a sales offer, the Customer selects a suitable Device with installation on the Enefit Volt website using the calculator, and submits the order through the corresponding form.
- 2.2. The EE sales specialist will call the Customer after receiving the inquiry form and specify the terms of sale, terms of payment and details related to the installation of the Device. During the telephone call, EE finds out whether the work performed for the installation of the Device is classified as standard installation as shown on the website or whether it is necessary to perform additional work for which a price quote is offered to the Customer.
- 2.3. After the phone call, the EE sales specialist will send the final sales offer to the Customer by e-mail. The offer shows detailed information about the desired Device, the applicable Terms and the installation to be performed. EE will issue an invoice to the Customer within 2 (two) business days after the offer. The Customer shall pay for the Device according to the invoice or in installments.
- 2.4. The Contract is considered concluded after the invoice is paid or a lease-purchase agreement is concluded with the creditor. By concluding the Contract, the Customer confirms acceptance of the offer and the applicable Terms. EE will not perform an unpaid order.

### **3. DELIVERY AND INSTALLATION OF THE DEVICE**

- 3.1. During the preparation of the offer for sale, the Customer shall provide EE with detailed information regarding the installation location of the Device and the Customer's electrical installation to which the Device will be connected. The Customer is solely responsible for submitting incomplete data.
- 3.2. EE performs the installation in accordance with the applicable legislation, following the requirements of the occupational health, safety, fire safety and environmental protection regulations as well as the Standard Terms and Conditions of a Contract for Services for the Construction of an Electrical Installation by Eesti Energia AS, which are available at [https://www.energia.ee/-/doc/8644186/ettevottest/pdf/elektripaigaldise\\_ehitmise\\_toovotulepingu\\_tyyptingimused.pdf](https://www.energia.ee/-/doc/8644186/ettevottest/pdf/elektripaigaldise_ehitmise_toovotulepingu_tyyptingimused.pdf).
- 3.3. During the installation, the nominal power of the Device is set according to the parameters provided by the Customer, and the authorization cards included in the Device package are interfaced with the Device. The SIM card in the Device is activated

to allow remote device management and additional functions. The SIM card is activated for two years, unless otherwise agreed in the Contract.

- 3.4. Before installing the Device, the Customer undertakes to make sure that EE is able and allowed to install the ordered Device at the Customer's location, and that the Customer's electrical installation connected to the Device meets the requirements. The Customer is solely responsible for ensuring that they have all the necessary permits, approvals, consents and other necessary documents, and that all necessary preliminary work has been carried out for the installation of the Device. EE shall not be responsible for any special features and shortcomings in the installation site of the Device due to non-compliance/lack of necessary permits, approvals, consents or documents.
  - 3.5. An EE electrician shall drive to the delivery address desired by the Customer at the agreed time. When performing work outside Harju, Tartu or Pärnu counties, a transport fee of 0.60 €/km is added to the price. If the Customer or their authorized representative is not present at the agreed time, EE has the right to demand a fee for the callout according to the price list (**Price list**) outlined at <https://www.energia.ee/et/abi/hinnad-ja-paketid>, regardless of the location.
  - 3.6. Prior to installation, the Customer undertakes to visually make sure that the Device is in working order and to notify EE immediately of any defects or suspicions. The EE electrician installs the Device in accordance with the Contract and the specifications made by the Customer. After installation, the Parties shall check the operational readiness of the Device.
  - 3.7. If, during the installation of the Device, it turns out that the Customer has made a mistake in providing installation information, ordered incorrect electrical work and/or additional equipment, and/or there is another defect arising from the Customer due to which the EE electrician cannot install the Device, the Customer shall undertake to pay for the costs already incurred according to the Price list (e.g. transport, hourly rate). The EE electrician and the Customer shall ascertain the shortcomings on the spot and, if possible, the Customer shall eliminate them independently or order work from EE on the basis of the Price List. If necessary, the Parties shall agree on a new installation time, which must take place no later than within 30 (thirty) calendar days after the initial installation time. An invoice for the costs and possible additional work shall be sent after the installation.
  - 3.8. If the Device cannot be installed due to EE, then EE shall eliminate the shortcoming within a reasonable time and the parties shall agree on a new installation time which must take place no later than 14 (fourteen) days after the initial installation time.
  - 3.9. The Device shall be handed over to the Customer or an adult person authorized by them with an Instrument of Delivery and Receipt, and after installation, an Installation Report shall be drawn up (jointly referred to as Legal instruments). After the Legal instruments have been drawn up, the risks of accidental destruction and damage to the Device passes to the Customer. In the event of any shortcomings, the Parties shall sign the Installation Report after the shortcomings have been eliminated.
  - 3.10. Together with the Device, EE shall hand over to the Customer the packaging of the Device with all its contents, the necessary technical documentation and the user manual.
4. **REMOTE MANAGEMENT OF THE DEVICE AND USE OF ITS ADDITIONAL FUNCTIONS**
- 4.1. When the Device is installed, the SIM card is activated to ensure remote management of the Device and its additional functions offered by EE.
  - 4.2. Remote device management allows EE to change the device settings, perform diagnostics and software updates, and resolve error messages to a limited extent at the



Customer's request. An activated SIM card is a prerequisite for using the additional functions offered by EE.

- 4.3. The SIM card is activated for two years, unless otherwise agreed in the Contract. At the end of the period, the activation shall be extended according to the Price list. If the activation is not extended, the Customer can continue to use the Device according to the last setting valid before the end of the activation period.
- 4.4. For issues related to remote management, additional functionalities or authorization cards, the Customer can contact EE by sending a message by e-mail at [info@enefitvoltage.com](mailto:info@enefitvoltage.com).

## **5. TERMINATION OF THE CONTRACT AND WITHDRAWAL FROM IT**

- 5.1. EE has the right to exceptionally terminate the Contract if EE is not able to install the Device. The Device cannot be installed, among other things, if:
  - 5.1.1. The Customer did not eliminate the shortcomings specified in clause 3.7 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 Device and it would take more than 60 calendar days to obtain them;
  - 5.1.3. The Customer significantly violates the obligations arising from the Contract, including the obligation to pay for the Device or its installation.
- 5.2. The Customer has the right to cancel the order after concluding the Contract but before delivery of the Device without additional costs. In order to cancel the Contract/order, the Customer must send a corresponding message to the e-mail address [info@enefitvoltage.com](mailto:info@enefitvoltage.com).
- 5.3. The withdrawal procedure specified in this clause (clause 5) does not apply to a lease-purchase contract. Withdrawal from a lease-purchase contract takes place in accordance with the procedure specified in the mentioned contract.
- 5.4. The customer agrees to the commencement of service provision within the withdrawal period.
- 5.5. The Customer who is a natural person (i.e. consumer) may withdraw from the contract without giving a reason within 14 (fourteen) days after signing the Instrument of Delivery and Receipt of the Device. An unambiguous application for withdrawal from the Contract must be sent to EE at the e-mail address [info@enefitvoltage.com](mailto:info@enefitvoltage.com). The Customer must stop using the Device immediately after submitting the withdrawal application. The Customer is obliged to follow EE's instructions regarding the packaging and transport of the Device in order to ensure that the item and its original packaging are preserved until the Device reaches EE.
- 5.6. The Device must be returned within 14 (fourteen) days after the day on which the Customer notified EE of their withdrawal from the Contract. EE will provide the Customer with instructions on where and how the Device must be returned. The deadline has been adhered to if the Device reaches EE before the end of the 14 (fourteen) day period. The Device must be removed by a qualified electrician. The Customer has the opportunity to order the removal of the Device from EE for a fee.
- 5.7. Upon withdrawal from the Contract, EE shall return to the Customer the payments made for the Device (except for installation and other electrical work, including standard installation) immediately, but not later than within 14 (fourteen) days of the withdrawal application reaching EE, provided that the Customer has returned the Device to EE by then 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 for making the payment, unless the Customer gives consent to use a different payment method. There is no service fee or other cost

for the Customer with such reimbursements. EE has the right to refuse to make refunds until EE has received and inspected the Device.

- 5.8. The Device must be returned to EE together with its original packaging (may have signs of opening, but not damaged) and in the original set (must contain all items in the product packaging, including installation instructions and user manual, fasteners, accessories).
- 5.9. The direct costs of returning the Device must be covered by the Customer. If the Customer orders an EE electrician to remove the Device, it must be paid for in accordance with the Price List (incl. transport, electrician's hourly rate). The device must in any case be removed by a qualified electrician and EE has the right to request such proof from the Customer.
- 5.10. If the Device returned by the Customer has been used or tried in any other way than would normally be allowed in the store or they have used the Device more (e.g. have started to use the Device on a daily basis) than necessary to verify its nature, characteristics and operation, the Customer shall be liable for the decrease in the value of the Device. 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 Device manufacturer to perform an examination to determine it.
- 5.11. EE has the right to submit claims to the Customer due to a decrease in the value of the Device no later than within 1 (one) month as of the return of the subject.

## **6. LIABILITY AND MAKING A COMPLAINT**

- 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 Contract. In the event of a breach of the Contract, the Parties have the right to use all legal remedies arising from law and the Contract together, provided that the simultaneous application of legal remedies is not in conflict with law.
- 6.2. Upon delivery of the Device, the Customer shall thoroughly review it and immediately notify EE of any complaints before signing the Instrument of Delivery and Receipt. After the installation of the Device, the Customer shall thoroughly review the installation and the Device, and in case of any shortcomings, submit a complaint before signing the Installation Report. EE undertakes to eliminate the shortcomings set out in the complaint within a reasonable time.
- 6.3. EE is responsible for the Device until it is installed. By signing the Legal instruments, the Device is deemed to have been handed over to the Customer and the installation work to have been performed.
- 6.4. If, after signing the Legal instruments, the Customer discovers a non-compliance of the Device and/or its installation with the Contract that could not be detected upon delivery, they shall notify EE immediately, but not later than within 3 (three) business days, at the e-mail address [info@enefitvoltage.com](mailto:info@enefitvoltage.com).
- 6.5. The Customer (consumer) has the right to submit a complaint to EE within 2 (two) years from the date of delivery/installation of the Device if the Device and/or installation does not comply with the Contract terms. In the case of legal entities, the manufacturer's warranty period applies.
- 6.6. To exercise the right to submit a complaint, please contact EE by e-mail at [info@enefitvoltage.com](mailto:info@enefitvoltage.com). EE will provide the Customer with instructions on how to proceed. EE shall respond to the Customer's complaint within 15 (fifteen) days.
- 6.7. The complaint must be submitted immediately, but not later than within 2 (two) months from the discovery of the defect in the Device or installation. If a defect is discovered, the Customer must take reasonable measures to preserve and protect the Device,

- including not to use the defective Device. The right to make complaints regarding the installation expires if the Customer independently removes and/or relocates the Device.
- 6.8. The Device must comply with the terms of the Contract. The Device does not meet the terms of the Contract if at least one of the following conditions occurs. The Device:
- 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 Device with such a description is normally used, taking into account the terms of installation and use of the Device.
- 6.9. EE shall not be responsible for the defects of the Device and shall not eliminate them free of charge in the following cases:
- 6.9.1. The Device was removed and/or relocated by an unqualified person;
  - 6.9.2. In the case of normal wear and tear of the Device;
  - 6.9.3. The failure of the Device is due to voltage fluctuations and/or loss of phase(s) in the mains power supply;
  - 6.9.4. The Customer does not submit to EE, together with the complaint, the Instrument of Delivery and Receipt of the Device nor the purchase invoice. Without proof of purchase, EE may not resolve the complaint;
  - 6.9.5. The serial number has been removed/changed on the Device and/or its component, 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 Device has been used contrary to the user manual as well as to the terms of use and warranty provided in technical documents and in the Contract;
  - 6.9.8. The Device has been repaired without EE's consent;
  - 6.9.9. The device has been used incorrectly (incl. if the device has been repaired by a person not authorized by the manufacturer);
  - 6.9.10. In the event of a defect in the Device, the Customer does not allow EE to inspect the Device (EE or a person authorized by EE has the right to check the compliance of the installation method used by third parties with the installation instructions of the seller or manufacturer).
- 6.10. A handling fee (incl. transport) must be paid for the examination/diagnostics performed on the Device if:
- 6.10.1. The Device does not have the described defects and the Device 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 Device;
  - 6.10.3. The circumstance specified in clause 6.9 is identified.
- 6.11. The Customer (consumer) does not have to pay the handling fee for diagnostics within the first six months of the receipt of the Device. 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 the Device can be repaired, the Customer has the opportunity to order a payable repair from the manufacturer.
- 6.13. If during the diagnostics, repair and/or maintenance of the Device 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 shall submit an invoice for the cost of the component.
- 6.14. EE is not responsible for the retention of data on the Device during repairs.
- 6.15. EE shall provide a replacement device under warranty for the repair period of the Device. The replacement device does not have to be equivalent to the Device. The

Customer shall undertake to use the replacement device prudently. The Customer undertakes to return the provided replacement device to EE at his/her own expense, once his/her Device is returned from examination or repair. If the Customer violates the rules of returning the replacement device to EE, the latter has the right to refuse to return the Device to the Customer.

- 6.16. In the event of non-compliance of the Device with the terms of the contract, the Customer has the right to rely on legal remedies provided by law, including to demand repair, replacement of the Device or to withdraw from the Agreement and return non-compliant goods.
- 6.17. Breach of the obligations arising from the Contract is excusable, among other things, if the breach is caused by force majeure. Force majeure is a circumstance which the Party could not influence and, based on the principle of reasonableness, it could not be expected from him/her to take into account or avoid the circumstance at the time of concluding the Contract or to overcome the impeding circumstance or its consequence. A delay in the delivery of the Device due to a third party is also considered force majeure, including if EE's contractual partner is late in delivering the Device or a spare part or violates other contractual obligations to EE.
- 6.18. Failure to perform contractual obligations due to force majeure is considered excusable on the condition that the Parties make every effort to avoid such a situation. The Party whose obligation performance 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 treated as force majeure has passed or the circumstance has been eliminated. In the event of force majeure, the deadline for the performance of obligations arising from the Contract shall be extended by the period during which the performance of the Contract was interrupted due to the mentioned events or circumstances.
- 6.20. The Parties shall reimburse each other for all direct and indirect expenses caused by non-performance or improper performance of obligations arising from and related to the Contract. 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 the loss of income or damage caused to third parties.

## **7. WARRANTY**

- 7.1. EE mediates the manufacturer's warranty to the Customer. The warranty terms provided in this clause specify the warranty conditions established by the manufacturer of the respective Device for both the consumer and legal entity.
- 7.2. During the warranty period, the warranty entitles the Customer to request repair of the manufacturer's defects in the Device free of charge, or to demand replacement of the Device. EE shall provide a replacement device for the warranty/repair period in accordance with clause 6.15 of the Terms. This warranty is valid in the territory of the Republic of Estonia. In addition to the warranty, other legal rights apply to the consumer.
- 7.3. The warranty period starts from the delivery of the subject to the Customer and is valid for 2 (two) years from the signing of the Instrument of Delivery and Receipt (warranty period).
- 7.4. EE shall not be liable for failures occurring during the warranty period due to incorrect (wrong) operation of the Device or if the product has been damaged by actions of the Customer or third parties or due to other circumstances beyond the control of the seller, including intentional or unpredictable mechanical damage.



- 7.5. EE shall not be responsible for the defects of the Device under warranty and/or eliminate them in the cases specified in clause 6.9 of the Terms free of charge.
- 7.6. The sales warranty expires if:
  - 7.6.1. The Customer has not duly complied with the warranty conditions and/or the conditions set out in the user manual and/or installation instructions of the Device and/or the requirements set out in these Terms;
  - 7.6.2. The device is removed/relocated by an unqualified person.
- 7.7. The warranty covers the cost of repairing defects in the Device due to design, manufacturing and material, and defects caused by those to the Device. In case of other faults, the Customer has the opportunity to order a payable 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 Device's warranty.
- 7.9. In the event of a warranty claim, the Customer undertakes to pay a handling fee in accordance with clause 6.10 of the Terms.
- 7.10. When providing contracting warranty, the Parties shall proceed from § 650 of the Law of Obligations Act and the Standard Terms and Conditions of the Contract of Services for the Construction of an Electrical Installation of Eesti Energia AS. During the warranty period, EE shall eliminate all non-compliances with the Terms of the Installation Agreement at its own expense. EE shall eliminate non-compliances with the terms of the Contract within a reasonable period. EE is released from the obligation set out in this clause if the deficiencies in the operation have arisen due to improper use and/or violation of the operating procedure and/or reconstruction by the Customer.
- 7.11. In the event of a warranty claim, please contact EE by e-mail at [info@enefitvoltage.com](mailto:info@enefitvoltage.com). EE will provide the Customer with instructions on how to proceed.

## 8. SUBMISSION OF MESSAGES

- 8.1. Messages, consents, approvals and other declarations of intent shall be deemed submitted and served in accordance with the Contract if the declaration of intent has been forwarded to the other Party in oral, written, reproducible or electronic form to the contact details set out in the Contract if a specific form for the submission of the specific declaration of intent has not been separately agreed in the Contract or Terms and the Customer has had a reasonable opportunity to get acquainted with it. An oral declaration of intent shall be deemed to have been submitted if it has been recorded by EE. EE may also forward a declaration of intent on the invoice.
- 8.2. The Customer shall immediately notify EE of any changes in the contact details provided in the Contract. The Customer can forward their message by e-mail at [info@enefitvoltage.com](mailto:info@enefitvoltage.com).
- 8.3. The Parties shall immediately notify each other of all circumstances that prevent the performance of the Contract.

## 9. FINAL PROVISIONS

- 9.1. EE processes the Customer's personal data in accordance with the EE Customer Data Processing Principles which are available on EE's website at <https://www.energia.ee/et/abi/lepingud-ja-volitused>. In order to provide a remote management service, EE processes also the usage data of the Device, incl. consumption history. When using additional functionalities, the processing of personal data takes place for the purpose and to the extent described at the specific additional

functionality. Unless otherwise stated in a specific article, references to clauses mean clauses in the Terms.

- 9.2. If any article of the Contract turns out to be partially or completely void due to a conflict with the legislation of the Republic of Estonia, it shall not affect the validity of the remaining articles or parts thereof. The Parties shall use their best endeavors to replace the void article with a valid one that is consistent with the content and idea of the Contract.
- 9.3. If one Party has to make expenses in order to reclaim debt from the other Party (including expenses for assignment of the right of claim), the other Party undertakes to reimburse all expenses related to the reclamation of the debt. Of the amounts paid to cover the debt, the interest on late payments is considered to be settled first, then the costs related to the collection of the debt (incl. legal aid costs) and lastly the main debt.
- 9.4. All disputes arising from the Contract shall be attempted to be resolved through negotiations by the Parties. Consumers have the right to apply to the Consumer Protection and Technical Surveillance Authority or a court to resolve disputes. If no agreement is reached, the disputes shall be settled in Harju County Court.