

General Terms and Conditions for CHARGE-V GmbH Charging Station System Contracts

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§ 1 Scope of Application of these GTC, Contractual Parties

1. The legal relationship between CHARGE-V GmbH (hereinafter: CHARGE-V) and the purchaser (hereinafter: the Customer) of deliveries and/or services of CHARGE-V related to charging station systems or charging station components, including services and works (hereinafter: Deliveries) shall be governed exclusively by these General Terms and Conditions (hereinafter: GTC). The Customer's general terms and conditions shall only apply if CHARGE-V has expressly agreed to them in text form. § 305b BGB shall remain unaffected.
2. These GTC shall also apply to future contracts, within the meaning of § 1 (1), that the Customer does not conclude as a consumer, in the version valid at the time of the conclusion of these future contracts without the need of referring to these GTC.

§ 2 Conclusion of Contract

1. CHARGE-V's offers are subject to alteration and are non-binding. This shall also apply if the Customer is provided with catalogues, technical documentation, drawings, plans, calculations, costings, references to DIN standards or other product descriptions or documents, including in electronic form.
2. The Customer's order for delivery shall be deemed a binding contractual offer. Unless the order expressly states otherwise, CHARGE-V may accept this contractual offer within four weeks of receipt.

§ 3 Requirements for Charging Station System Functionality

1. For full functionality of the billing and system software, the charging stations require
 - a) a mobile internet connection: the charging station must remain equipped with the SIM card supplied by CHARGE-V and must be set up at a location with mobile internet reception from the network operator that issued the SIM card;
 - b) installation and connection of the charging station, which CHARGE-V is only obliged to provide if contractual agreed, as well as commissioning with the assistance of CHARGE-V;
 - c) operation of a mobility service provider's licensed software and services, in particular for monitoring, first-level support, the management of charging for and allocating power, management

and further billing of billing accounts; the Customer must procure these services himself via a contract with a mobility service provider; a list of compatible mobility service providers is available for inspection at CHARGE-V or may be downloaded online at <https://www.charge-v.com/kompatibilitätsliste> or <https://www.charge-v.com/compatibilitylist>. Other mobility service providers may require implementation work to be carried out, which will be charged separately.

- d) if the charging station system is to be operated with sales and payment options via credit card or other card payment methods:
 - operation of a payment service provider's licensed software and services, which the Customer must procure himself via a contract with a payment service provider; currently, the providers PAYONE and LAVEGO are compatible with CHARGE-V charging station systems; the Customer is responsible for ensuring that payment services are processed in accordance with data protection regulations;
 - regular software updates for the payment terminal; if these services have not been agreed with CHARGE-V, the Customer must enter into and maintain a contract with the payment terminal's manufacturer;
 - e) operation of licensed software and services for the hosting of billing, credit card and customer receipts for recharging and sales solutions operated in accordance with item c and d; currently, the provider ANYBILL is compatible with CHARGE-V charging station systems and enables operation in compliance with calibration and finance law.
2. The Customer is obliged to allow CHARGE-V to install system software updates that are necessary for device security, network security or for data integrity purposes. CHARGE-V will inform the Customer of such updates and install them independently. The charging station system will cease to function if available updates cannot be installed.
 3. If the Customer resells the charging station system or transfers its operation to third parties, the Customer must contractually oblige its customers or the third parties to allow system software updates that are necessary for device security or network security or data integrity to be carried out by CHARGE-V and to pass this obligation on to all further customers/operators in the contractual chain.
 4. To extend the charging station system's service life and to detect wear and other defects at an early stage, the Customer should have maintenance and, if necessary, further repair services carried out. This does not affect CHARGE-V's liability for defects.

§ 4 Services Relating to Charging System Delivery, Installation and Commissioning

1. CHARGE-V shall supply charging station systems with the contractually agreed technical specifications.
2. The charging stations shall become the property of the Customer, subject to § 12, with the exception of the SIM card, which shall remain the property of CHARGE-V or the mobile network operator.
3. Installation and connection services shall only be owed by CHARGE-V if expressly agreed upon. If CHARGE-V owes such services, the Customer must ensure that the structural and technical requirements previously specified by CHARGE-V are met at the time the service is provided.

§ 5 Services Relating to Troubleshooting and Maintenance

1. CHARGE-V shall only be obliged to provide troubleshooting and maintenance services if and to the extent that this has been expressly contractually agreed. If these services are agreed, the following shall apply in addition:
2. The contractual base price agreed for maintenance services includes the regular maintenance services to be provided and the consumables to be used for this purpose, as well as system software updates and upgrades. Maintenance services are those services that serve to delay existing wear potential, i.e. to minimise the actual wear of components and assemblies, usually by lubricating and cleaning. The maintenance services covered also include inspection services to determine and assess the actual condition, including determining the causes of wear and deriving the necessary consequences for future use, in particular inspecting, measuring and testing. Any additional services that are legally required for the Customer due to special circumstances related to the type of use or the installation site (e.g. based on occupational safety and health regulations, operational safety regulations or the accident prevention regulations of employers' liability insurance associations) shall only be owed if separately agreed upon.
3. Agreed maintenance services shall be provided at the Customer's request. The Customer shall be entitled to request these maintenance services at the agreed intervals. If "half-yearly maintenance" has been agreed, it shall take place once a year as a supplement to the annual maintenance.

4. Any services beyond the agreed fault clearance and maintenance, in particular repair services, as well as the delivery and installation of spare parts, shall only be provided after prior consultation with the Customer or at the Customer's request and for an additional fee.
5. The Customer shall grant CHARGE-V access to the charging station system and the software as well as access to the charging station system's location for the provision of fault clearance and maintenance services.
6. During fault clearance or maintenance work, it will not be possible to operate and use the charging station as intended.

§ 6 Services Relating to Mobility Services

1. CHARGE-V shall only owe mobility service provider services (hereinafter: Mobility Services) if and to the extent that this has been contractually agreed. If these services are agreed, the following shall apply in addition:
2. CHARGE-V will provide the Mobility Services through a subcontractor and grants the Customer a non-exclusive and non-transferable right to use the software provided by the subcontractor for the duration of the contract and for it to be used exclusively for the contractual purposes. § 9 (1) shall also apply to this Mobility Services software.
3. The use of the mobility services requires the charging stations to be activated in the subcontractor software, which the Customer may do independently or jointly with CHARGE-V or the subcontractor. To use the subcontractor's software, the Customer must accept the subcontractor's terms of use for the software.
4. CHARGE-V shall be entitled to make changes to the scope of services and functionality if this is necessary to implement and comply with statutory requirements, e.g. to comply with data protection or calibration law. In addition, CHARGE-V shall be entitled to install functional and/or security-related updates and upgrades to the Mobility Services software. The aforementioned unilateral rights to make changes shall be subject to the proviso that the changes do not jeopardise the achievement of the contractual purpose and are not unreasonable for the Customer.
5. The Customer shall notify CHARGE-V in text form without undue delay of any disruptions in performance or breaches of duty by the subcontractor identified by the Customer.

§ 7 Terminal Software Update Services

1. CHARGE-V shall only owe to provide updates to the payment terminal software if and to the extent that this has been contractually agreed. If these services are agreed, the following shall apply in addition:
2. CHARGE-V will provide the terminal software updates through a subcontractor and grants the Customer a non-exclusive and non-transferable right to use the terminal software for the duration of the contract and for it to be used exclusively for the contractual purposes. § 9 (1) shall also apply to this payment terminal software.
3. CHARGE-V shall be entitled to make changes to the scope of services and functionality of the terminal software by means of updates (including patches, upgrades, etc.) if this is necessary to implement and comply with statutory requirements, e.g. to comply with data protection or payment services law. In addition, CHARGE-V shall be entitled to install functional and/or security-related updates and upgrades to the Mobility Services software. The aforementioned unilateral rights to make changes shall be subject to the proviso that the changes do not jeopardise the achievement of the contractual purpose and are not unreasonable for the Customer.

S. 8 Services Relating to Invoicing and Receipt Hosting Services

1. CHARGE-V shall only owe invoice and receipt hosting services (hereinafter: Receipt Hosting) if and to the extent that this has been contractually agreed. If these services are agreed, the following shall apply in addition:
2. CHARGE-V will provide the Receipt Hosting Services through a subcontractor and grants the Customer a non-exclusive and non-transferable right to use the software provided by the subcontractor for the duration of the contract and for it to be used exclusively for the contractual purposes. § 9 (1) shall also apply to this Receipt Hosting software.
3. The use of the Receipt Hosting Services requires the charging stations to be activated in the subcontractor software, which the Customer may do independently or jointly with CHARGE-V or the

subcontractor. To use the subcontractor's software, the Customer must accept the subcontractor's terms of use for the software.

4. CHARGE-V shall be entitled to make changes to the scope of services and functionality if this is necessary to implement and comply with statutory requirements, e.g. to comply with data protection, calibration or payment services law. In addition, CHARGE-V shall be entitled to install functional and/or security-related updates and upgrades to the Receipt Hosting Services software. The aforementioned unilateral rights to make changes shall be subject to the proviso that the changes do not jeopardise the achievement of the contractual purpose and are not unreasonable for the Customer.
5. The Customer shall notify CHARGE-V in text form without undue delay of any disruptions in performance or breaches of duty by the subcontractor identified by the Customer.

§ 9 General Obligations of the Customer

1. The Customer shall refrain from copying, modifying or using the software installed on the charging station or its components for purposes other than operating the charging station. In particular, the Customer shall refrain from decompiling or disassembling the software or using any part of the software to create a separate application.
2. The Customer shall refrain from using the SIM card contained in the charging station system for purposes or services other than the mobile communications requirements of the charging station, from retrieving the SIM card data and from removing the SIM card. The Customer shall not be entitled to use mobile services other than those configured by CHARGE-V via the SIM card. The Customer shall not be entitled to receive the mobile phone number associated with the SIM card or access to the account data or the mobile network provider's portal associated with the SIM card.
3. CHARGE-V shall be entitled to remove and take back the SIM card at its own expense after the end of the contract period, but no earlier than two years after delivery (and installation, if owed) of the charging station system. The Customer must then procure a SIM card by means of a contract with a mobile network provider. CHARGE-V must first create the technical conditions for operating the charging station system with a mobile network provider named by the Customer and at its own expense. Adaptation services for mobile network providers other than those initially named by the Customer shall be agreed separately and for an additional fee. An obligation to make adjustments free of charge shall cease to apply if the Customer permanently ceases operating the charging station.
4. As long as a SIM card supplied by CHARGE-V is included in the charging station system, the Customer shall inform CHARGE-V in text form of any permanent or at least three-month temporary shutdown of the charging station system.
5. For services that the Customer procures through its own contracts with third parties, the Customer shall be responsible for compliance with data protection regulations, in particular for the conclusion of data processing agreements with these contractual partners.

§ 10 Terms of Delivery, Packaging and Shipment

1. Unless otherwise expressly agreed or unless CHARGE-V owes to assemble the items to be delivered (including replacement parts as part of agreed maintenance services), the items to be delivered shall be provided "Free Carrier" (FCA, Incoterms 2020).
2. If delivery by CHARGE-V is not expressly agreed as a remunerated service, the place of delivery shall be in front of the registered office of CHARGE-V. If delivery by CHARGE-V is expressly agreed as a remunerated service and no place of delivery has been agreed, the Customer shall notify CHARGE-V in good time of a delivery address to be determined by the Customer in accordance with the contract. Unless otherwise agreed, CHARGE-V shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) at its reasonable discretion.
3. The Customer may not refuse to accept Deliveries due to minor defects.
4. Unagreed partial Deliveries are permissible if the partial delivery can be used by the Customer within the scope of the contractual purpose, delivery of the remaining ordered goods is ensured and the Customer does not incur any significant additional expenses or costs that CHARGE-V has not agreed to bear as a result of the partial delivery.
5. At the Customer's request and expense, CHARGE-V will insure the Deliveries against the usual transport risks.

§ 11 Performance Periods and Default

1. If the non-observance of agreed performance periods for Deliveries or services is due to circumstances for which CHARGE-V is not responsible and which could not be foreseen or avoided by reasonable measures, in particular
 - a) force majeure (e.g. mobilisation, war, acts of terrorism, riots, epidemics) or their effects (e.g. to avert or mitigate the effects of such events, measures ordered by law or by a public authority),
 - b) strike or lockout ordered by the employers' professional association in the CHARGE-V company or in a company that works directly for CHARGE-V or supplies CHARGE-V,
 - c) virus or other attacks by third parties on the CHARGE-V IT system, insofar as these occurred despite compliance with the usual care in terms of protective measures,
 - d) obstacles due to German, US or other applicable national, European or international foreign trade or customs requirements, or
 - e) late delivery to CHARGE-V by its suppliers, if CHARGE-V has entered into a matching cover transaction and neither CHARGE-V nor the supplier is at fault or CHARGE-V is not obliged to procure in an individual case,

the performance periods shall be extended by the duration of the disruption and a reasonable period for resuming performance. CHARGE-V shall advise the Customer of this without undue delay and at the same time provide an estimate of the new performance period. Should performance still not be possible within the new performance period or within three months after the originally agreed period for the reasons stated in sentence 1, each party may terminate the contract in respect to the services not yet provided by CHARGE-V; CHARGE-V shall immediately refund any advance payments made by the Customer for the services not provided. The statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance) or default, remain unaffected.

2. At the request of CHARGE-V, the Customer shall declare within a reasonable period of time whether it will terminate the contract due to the delay in performance (if a right of termination exists) or insist on performance.
3. If shipment or delivery of goods is delayed by more than one month at the Customer's request, if the Customer delays acceptance or if delivery is delayed for other reasons for which the Customer is responsible, the Customer shall be liable for the resulting damages and expenses (including additional expenses such as storage costs) for each month of delay or part thereof, starting with the delivery period or, in the absence of a delivery period, with the notification of readiness for dispatch or collection, in the amount of 0.5% of the price agreed for the delayed Deliveries to be dispatched or delivered. Both Parties to the contract reserve the right to prove higher or lower damages.

§ 12 Retention of Title and Other Security Interests

1. The delivery items (hereinafter: Reserved Goods) shall remain the property of CHARGE-V until all of CHARGE-V's payment claims against the Customer arising from the contract and an ongoing business relationship have been satisfied. If the Customer entered into the contract as a consumer, the retention of title ends when the payment claims for the items delivered have been satisfied.
2. During the existence of the retention of title, the Customer is prohibited from pledging or assigning the Reserved Goods subject to retention of title.
3. The Customer is authorised, subject to the following conditions and until revoked, to resell and/or process the Reserved Goods subject to retention of title in the ordinary course of business:
 - a) The retention of title extends to the full value of the products resulting from the processing, mixing or combining of the Reserved Goods, with CHARGE-V being deemed the manufacturer. The processing is carried out for CHARGE-V. The Customer stores the resulting new item for CHARGE-V with the care of a prudent businessman and stores it separately and labelled as the property of CHARGE-V. The new item is considered to be a Reserved Good. If the Reserved Good is mixed or combined with goods of third parties whose ownership rights remain in effect, CHARGE-V shall acquire co-ownership in proportion to the invoice values of the mixed or combined goods. In all other regards, the same applies to the resulting product as to the Reserved Goods.
 - b) The Customer hereby assigns to CHARGE-V, as security, all claims against third parties arising from the resale of the Reserved Goods or the resulting products, in total or in the amount of any co-ownership share of CHARGE-V in accordance with the above clause. CHARGE-V accepts the assignment.

- c) The Customer remains authorised to collect the claims arising from the resale in addition to CHARGE-V. However, CHARGE-V may only collect the claims if there is good cause and after asserting the rights arising from clause § 12 (5). Good cause exists in particular if the Customer defaults on payment to CHARGE-V or if there is a lack of ability to perform within the meaning of § 321 BGB. As soon as CHARGE-V is entitled to collect the claims, the Customer shall notify CHARGE-V of the assigned claims and its debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment. In addition, CHARGE-V is entitled in this case to revoke the Customer's authorisation to resell and process the Reserved Goods.
4. In the event of seizures, confiscations or other dispositions or interventions by third parties, the Customer shall notify CHARGE-V in writing without undue delay. If a legitimate interest is substantiated, the Customer shall provide CHARGE-V without undue delay with the information necessary to assert its rights against the Customer's customer and hand over the necessary documents.
5. In the event of a breach of duty by the Customer, in particular default in payment, CHARGE-V shall be entitled, after the fruitless expiry of a reasonable period of time set for the Customer to perform, insofar as this is not dispensable under the statutory or contractual provisions, to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the Reserved Goods on the basis of the retention of title. Unless otherwise stated, the demand for return of the Reserved Goods shall not constitute a withdrawal from the contract.
6. Insofar as the value of all security interests to which CHARGE-V is entitled exceeds the amount of all secured claims by more than 10%, CHARGE-V shall release the excess portion of the security interests at the Customer's request.

§ 13 Use of Subcontractors

CHARGE-V is entitled to have owed services or work performed by subcontractors. The Customer may object to the use of a specific subcontractor for good cause.

§ 14 Rights in the Case of Defects

1. If the Customer is entitled to demand subsequent performance due to a defect, CHARGE-V has the right to choose whether to rectify the defect or deliver a defect-free item. The right to refuse subsequent performance under the statutory conditions shall remain unaffected.
2. Claims for defects shall become statute-barred 12 months after the commissioning of the charging station, but no later than 15 months after the statutory commencement of the limitation period. This limitation period shall not apply to claims for defects in accordance with §§ 438 (1) no. 2 or 634a (1) no. 2 BGB (for building materials or construction/construction planning/construction supervision services), in the event of recourse in the supply chain of a consumer goods purchase (§ 478 BGB), in the event of intent, fraudulent concealment of the defect or in the event of failure to comply with a guarantee of quality. The statutory provisions regarding suspension of expiry (in particular from § 445b (2) BGB), suspension and recommencement of the limitation periods shall remain unaffected.
3. Defects must be reported in text form without undue delay. If the contract is a commercial transaction, § 377 HGB (obligation to inspect and give notice of defects) shall also apply to contracts other than purchase contracts or contracts for work and materials. The Customer shall inspect goods intended for installation or other further processing at the latest immediately prior to such processing, unless CHARGE-V owes the installation or further processing.
4. There shall be no defect if the suitability for the use presumed by the contract or the usual use is only insignificantly affected.
5. The Customer shall only have rights of recourse against CHARGE-V pursuant to § 445a BGB (recourse of the seller) as far as the Customer has not entered into any agreements with its Customer that go beyond the statutory claims for defects.
6. The Customer shall only be entitled to claim damages for defects in the cases specified in § 16(1). This provision does not imply a change in the burden of proof to the detriment of the Customer.
7. The provisions of §14 (1) to (5) shall not apply to claims of the Customer against CHARGE-V under § 445a BGB (recourse of the seller) if the last contract in the supply chain is a consumer goods purchase.
8. CHARGE-V provides advice to the best of its knowledge based on its own experience, but to the exclusion of any liability. Information and advice on the suitability and application or use of the subject matter of the contract are non-binding unless they are expressly an agreed quality. They do not release the Customer from its obligation to carry out its own tests.

§ 15 Industrial Property Rights and Copyrights

1. Unless otherwise agreed, CHARGE-V shall be obliged to provide the Deliveries only in the country of the place of delivery free of industrial property rights and the copyrights of third parties (hereinafter: Property Rights). If a third party asserts legitimate claims against the Customer due to the infringement of Property Rights by Deliveries made by CHARGE-V and used in accordance with the contract, CHARGE-V shall be liable to the Customer as follows:
 - a) CHARGE-V will, at its option and expense, either obtain a right to use the Deliveries concerned, modify them so that the Property Right is not infringed, or replace them.
 - b) CHARGE-V's obligation to pay damages shall be governed by § 16.
2. The Customer shall be obliged to notify CHARGE-V in text form without undue delay of the claims asserted by the third party, not to recognise an infringement or the existence of claims and to proceed in defence of these claims only in agreement with CHARGE-V. If the Customer stops using the Deliveries in order to mitigate the damage or for other good cause, the Customer shall be obliged to point out to the third party that the cessation of use does not constitute any acknowledgement of an infringement of Property Rights.
3. Claims of the Customer are excluded if the Customer is responsible for the infringement of the Property Right.
4. Claims of the Customer are also excluded if the infringement of the Property Right is caused by special specifications of the Customer, by a use of the Deliveries not foreseeable by CHARGE-V or by the Deliveries being modified by the Customer or being used together with services not provided by CHARGE-V.
5. Insofar as an existing infringement of Property Rights also constitutes a defect in quality or a defect in title, the provisions of § 14 shall apply accordingly in addition to the above provisions.
6. If CHARGE-V needs to perform according to information, drawings, models, samples or use of parts provided by the Customer, the Customer shall be liable for ensuring that the Property Rights of third parties are not infringed as a result. CHARGE-V shall inform the Customer of any Property Rights of which CHARGE-V is aware. The Customer shall indemnify CHARGE-V against all claims by third parties and shall compensate CHARGE-V for the damage incurred. If a third party prohibits CHARGE-V from manufacturing or delivering goods on the basis of a Property Right belonging to that third party, CHARGE-V shall be entitled, without examining the legal situation, to cease work insofar as the alleged Property Rights do not obviously conflict with the manufacture or delivery.
7. CHARGE-V shall be entitled to the Property Rights to the models, moulds and devices, designs and drawings created by CHARGE-V or by a third party on behalf of CHARGE-V, even if the Customer has borne the costs for this.

§ 16 Other Claims for Damages, Limitations of Liability

1. CHARGE-V shall only be liable for damages in the event of intent and gross negligence. However, in the event of simple negligence, CHARGE-V shall be liable
 - a) without limitation for damages resulting from injury to life, limb or health,
 - b) for property or pecuniary damages resulting from the violation of an essential contractual obligation (an obligation whose fulfilment is essential to the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely, e.g. delivery of the charging stations, enabling the contractual use of the software), the amount of which is limited to the damages foreseeable at the time of conclusion of the contract and typical for the contract,
 - c) in the event of data loss, for the cost of its recovery and provided that the Customer has backed up the data in machine-readable form on a daily basis or has expressly authorised CHARGE-V in writing to store the data for the agreed period.

These limitations and exclusions of liability shall not apply to the extent that CHARGE-V has fraudulently concealed a defect or has assumed a guarantee for the quality of an item or other service and for claims of the Customer under the Product Liability Act.

2. The above provisions do not imply a change in the burden of proof to the detriment of the Customer.

§ 17 Rights to Documents

Property rights and copyrights to cost estimates, drawings, calculations and other documents (hereinafter: Documents) provided by CHARGE-V to the Customer shall only be transferred to the Customer if

this has been expressly agreed. The Documents may only be made accessible to third parties with the prior consent of CHARGE-V and must be returned to CHARGE-V immediately upon request if a contract with CHARGE-V does not come about or if the contract ends through fulfilment or in any other way (e.g. termination, cancellation). Sentences 1 and 2 shall apply mutatis mutandis to the Customer's Documents; however, these may be made accessible to third parties to whom CHARGE-V has permissibly transferred services and, if they were sent before the contract was concluded and no contract was concluded, may be destroyed three months after the offer was made if the Customer does not previously request their return.

§ 18 Prices and Payment Terms

1. If the Customer did not conclude the contract as a consumer, the agreed prices are exclusive of the applicable statutory value added tax.
2. If CHARGE-V has taken on assembly or service work and unless otherwise agreed, the Customer shall reimburse the necessary ancillary costs such as travel and transport costs as well as allowances upon presentation of its receipts, in addition to the agreed remuneration.
3. Fees for one-time services shall be payable within 14 days of receipt of the invoice and delivery or acceptance. CHARGE-V shall invoice agreed fees for services to be provided on a regular basis (e.g. maintenance) annually in advance; they shall be payable within 14 days of receipt of the invoice and the beginning of the invoicing period.
4. Insofar as a cash discount is agreed for payment within a certain discount period, such period shall only be deemed observed if the justified invoice amount is received in full by CHARGE-V within the agreed discount period. The discount period shall commence at the same time as the payment period referred to in § 18 (3).
5. Invoices shall be issued electronically only. The Customer agrees to receive the invoices in PDF format by email.

§ 19 Contract Term, Termination in the Case of Continuing Obligations

1. Insofar as regular services such as maintenance services or software maintenance have been agreed, the term of the contract is 12 months from delivery or acceptance, unless another term has been agreed. The contract term is extended for an indefinite period with a notice period for ordinary termination of one month if neither of the contractual partners objects to the extension of the contract in text form at no later than one month before the end of the contract term. If the Customer did not conclude the contract as a consumer, the contract shall be extended by one year after the basic term from sentence 1 and after each extension period, unless one of the contracting parties objects to the extension of the contract in text form no later than one month before the end of the contract period.
2. The right to terminate for good cause remains unaffected. Good cause entitling CHARGE-V to extraordinary termination shall be deemed to exist, inter alia, if
 - a) the Customer or a creditor of the Customer, as permitted, applies for the opening of insolvency proceedings against the Customer's assets or comparable proceedings, such proceedings are opened or their opening is rejected due to a lack of assets,
 - b) the Customer initiates its liquidation,
 - c) the Customer has on multiple occasions/repeatedly violated contractual obligations,
 - d) the Customer is at least 60 days in default of payment despite the expiry of a reasonable grace period set after the default occurred.
3. Any termination or objection to a contract extension may be limited to one or more of the partial services set out in §§ 5 to 8.
4. Any termination must be in text form.

§ 20 Data Protection

1. CHARGE-V may process Customer and personal data within the meaning of Art. 4 No. 2 GDPR to the extent necessary to enable the Customer to use the contractually owed services or to use or operate the charging station systems or to bill the agreed fees. The Customer consents to CHARGE-V providing only the data necessary and required for the performance of the services to cooperation partners for the processing of the services. These shall include, in particular, affiliated companies and service providers for maintenance services, support and for provider services owed by CHARGE-V within the meaning of § 3 (1) and §§ 5 to 8.

2. CHARGE-V shall ensure that all personal data is protected from unauthorised access or inspection by third parties. All employees and cooperation partners are bound by confidentiality agreements not to communicate any Customer data to third parties.
3. Further information on the processing of personal data is available on the CHARGE-V homepage (<https://www.charge-v.com/datenschutz>).
4. If the Customer makes the charging station available to persons other than natural persons living in its household, whether for a fee or free of charge, it is obliged to conclude a data processing agreement with CHARGE-V in accordance with Art. 28 GDPR.

§ 21 Offsetting, Rights of Retention, Assignment

1. The Customer shall only be entitled to rights of set-off or retention if its counter-claims have been legally established or are undisputed or if its counter-claims are based on the same contractual relationship.
2. The assignment or contractual pledging of the Customer's claims against CHARGE-V shall only be permissible with the consent of CHARGE-V.

§ 22 Place of Performance

The place of performance for all legal and contractual direct or indirect claims shall be the place of business of CHARGE-V.

§ 23 Final Clauses, Choice of Law, Venue, Formal Requirements

1. This Agreement shall be subject to the laws of the Federal Republic of Germany, excluding the UN Sales Convention (CISG).
2. The German version shall prevail for the interpretation of these GTC.
3. Exclusive jurisdiction for all disputes arising out of or in connection with the contract shall be Munich if the Customer is a merchant, a legal person under public law or a special asset under public law. However, CHARGE-V shall also be entitled to sue at the Customer's place of business. This agreement as to the choice of venue shall not apply to procedures of payment order or insofar as an exclusive jurisdiction is justified by law.
4. All ancillary agreements, amendments or declarations to or in connection with this Agreement must be in text form, insofar as a stricter form is not prescribed by contract or by law. This also applies to the cancellation of this agreement regarding the text form.
5. Should one of the provisions of these GTC or other contractual components be invalid or should the Agreement, including these GTC in their entirety, contain a loophole, the validity of the remaining contractual provisions shall not be affected thereby. Insofar as the invalidity of the contractual provision is not due to statutory regulations which serve to protect a contractual partner, the invalid provision shall be replaced by a valid one and any missing provision shall be inserted in such a way that the intention of the contractual partners expressed in this contract and the meaning of this contract are complied with as far as possible.

End of the General Terms and Conditions