

MAXEM[®]

Terms and Conditions

Maxem Energy Solutions BV

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Terms and conditions for Maxem Energy Solutions BV

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Terms and conditions for Maxem Energy Solutions BV

Article 1 – General

1. These terms and conditions apply to the agreement that you, as a consumer or as a company, conclude with Maxem. By agreement we mean your Smart Charging agreement, your Maxem Energy Cloud subscription, or your purchase from Maxem. Some provisions in these terms and conditions only apply to the Smart Charging agreement and others only to subscriptions or purchases. In addition, other or additional conditions may apply (for example, for the Maxem Energy Controller, kWh meters, metering packages, 4G Routers and other accessories or specific services). In these terms and conditions, when we refer to 'subscription' in the future, it is about the subscription to be able to use our services. All Maxem terms and conditions can be found on maxem.energy/downloads.
2. All offers made by Maxem are without obligation. Maxem can therefore come back to it until the moment on which you accepted the offer, but also immediately after you accepted the offer.
3. Maxem may unilaterally change the agreement and these general terms and conditions. Maxem will inform you prior to any change. If you then have the right to terminate the agreement, Maxem will also point this out to you and you may terminate the agreement free of charge before the change takes effect.
4. The applicability of any terms and conditions used by you or your company is hereby expressly rejected.
5. These terms and conditions apply to all legal relationships (including offers and agreements) in which Maxem provides services, products and/or subscriptions to you.
6. These terms and conditions form an integral part of the agreement. If provisions in the agreement that Maxem has with you and a provision in these terms and conditions contradict each other, the provision in the agreement will prevail.

Article 2 – How agreements are concluded, communication and administration

1. An agreement is concluded if a) you request this and Maxem confirms this request in writing or electronically or b) the implementation of the agreement is started.
2. Maxem can refuse an application for an agreement, for example if a creditworthiness or risk assessment investigation gives cause to do so. Maxem does not have to give the exact reason for refusal.
3. You can reach Maxem Customer Support in the following ways a) by telephone on +31 (0)20 7708 713 or b) via maxem.energy/support or c) via e-mail to support@maxem.energy.

4. You are responsible for saving and printing the agreement. Maxem can, if you no longer have your own copy and if it is available, send you a copy of the agreement. But Maxem may charge reasonable costs for this.
5. You guarantee that all information that you provide to Maxem for the preparation of the agreement or the implementation thereof has been fully and truthfully provided. Maxem is not obliged to inquire with you about the intended use of the products and/or services or the circumstances under which the products and/or services will be used.
6. Maxem may break off negotiations with you without giving any reason and without being obliged to pay any compensation or being obliged to continue negotiating.
7. If you and Maxem communicate electronically (for example via website, email or chat) and malfunctions or delays occur, Maxem is not responsible for this.
8. All communication about the services, hardware and/or subscriptions provided to you by Maxem can take place electronically, unless we have agreed otherwise in the agreement. The electronic version of the relevant communication, but also of any written agreements, stored by Maxem, serves as proof thereof, unless you have evidence to the contrary. We will assume that electronic communication has been received at the time of transmission, unless you or Maxem can prove otherwise. If the communication is not received due to delivery and/or accessibility issues related to your electronic mailbox, this is at your own risk, even if your electronic mailbox is maintained or arranged by someone else. Maxem is not obliged to send an acknowledgment of receipt of the communication we have received from you. If Maxem does not confirm an offer from you in time, this will not count as not accepting that offer.

Article 3 – The subscription

1. A subscription with Maxem consists of a subscription to use our services.
2. A subscription is entered into for a minimum duration, for example twelve (12) or twenty-four (24) months. After that, the subscription will automatically continue for an indefinite period. During the minimum term you can cancel against the end of the minimum term, with a notice period of one (1) month. You can cancel at any time with a notice period of one (1) month from one (1) month before the end of the minimum term. You can cancel by sending an email to Maxem at finance@maxem.energy. You can always cancel in the same way as you entered into the agreement, so if you entered into an agreement online, you can also cancel it online. Maxem may cancel a subscription under the same conditions and in the same ways as you.
3. If a subscription ends, all claims of Maxem against you (for example, what you still have to pay in invoices) become immediately due and payable. If Maxem terminates a subscription, for example because you do not pay your invoices on time, Maxem is entitled to charge compensation based on the remaining installments.
4. Maxem may terminate the subscription immediately if you have applied for or have been granted debt restructuring or suspension of payments, if you have filed for bankruptcy or for your company or have been declared bankrupt, if you or your company have failed to meet the obligation(s) under the does not comply with the agreement or if you use the agreement in a way other than for which it is intended.

5. Maxem can transfer its rights and obligations under the subscription. Except in case of transfer of (part of) Maxem, you have the right to cancel the subscription in case of transfer.

Article 4 – Installation

1. Maxem expressly advises you to have installation work of our products and those of others carried out by a certified electrical installer. Maxem is not responsible for the installation of these products or the cost of installing them.
2. The product is configured by or at the direction of an installer, who we expect has an overview of the electrical installation and therefore an understanding of the safety risks and physical limitations of the electrical installation.

Article 5 – Maxem's responsibilities

1. Maxem will deliver the agreed products and/or services as soon as possible after the conclusion of the agreement. Maxem strives to do this within five (5) working days. This may be different if Maxem indicates this in advance.
2. Maxem would like you to use its services undisturbed, but cannot guarantee that the quality and availability thereof will always be the same everywhere. Availability depends on many things. For example: due to an internet malfunction or DDOS attack, our servers may be limited in availability. It is also possible that malfunctions occur. Maxem tries to prevent malfunctions, but cannot rule out the possibility that they will occur. In the event of a disruption in the service, Maxem does not owe any compensation.
3. In the event of a disruption in Maxem's services that lasts longer than forty-eight (48) hours, that affects you at your location(s) known to us and that is not caused by a flood, terrorist attack or war, you can you are entitled to compensation. If you have a subscription, this compensation amounts to 1/30th of your monthly subscription amount and for each day that the disruption lasts, with a minimum of €0.50. Maxem may also offer another form of compensation. To claim compensation, send an email to support@maxem.energy within six (6) months after the malfunction occurred.
4. In order for Maxem's services to function properly, Maxem applies network management techniques, such as monitoring for suspicious login attempts, frequent calls to non-existent URLs, strange measurements, malware and phishing.
5. Maxem is not responsible for products or services of others that are used (e.g. charging points, solarpanels, (stationary) batteries or the use of additional hardware). For example, certain services may not work or be available when you use unsupported charging points, (stationary) batteries or other hardware. If that is the case, Maxem will not fall short and you will not be entitled to compensation.
6. Maxem is not responsible for the operation of the internet, 4G or LTE connection that is required to link our product and/or those of others to our back office.

Article 6 – Additional services

1. Before you use an additional service, you must check whether your hardware and/or your agreement is suitable for it. Maxem can of course advise you on this. If your agreement ends, all additional services will automatically end on that date.
2. Additional services are provided for the duration of your subscription. For example, if you have a subscription of twelve (12) months and you add an additional service after seven (7) months, you must purchase the additional service for at least another 5 months because your subscription also runs for at least five (5) months.
3. Some additional services are of a shorter duration than your agreement or subscription and you can terminate them prematurely. If this is the case, it is stated on maxem.energy or it is included in the additional (service) conditions.

Article 7 – Rates

1. You owe a fee for the products and services that you or your company purchase from Maxem. You also owe a fee to Maxem for products and services of third parties, such as Resellers, that Maxem charges you. You can find the different rates in the Product & Services overview, your contract or at Customer Support.
2. Maxem may adjust the rates once (1) per year on January 1 on the basis of the Consumer Price Index of Statistics Netherlands, i.e. the published Services price index in CPA section 62 (Computer programming, consultancy and related services). If Maxem does this within 3 months after you have entered into an agreement with Maxem, you may terminate the agreement free of charge.
3. Maxem may change the rates or any other part of the agreement at any time. Maxem will inform you prior to any change. If you then have the right to terminate the agreement, Maxem will point this out to you and you may terminate the agreement before the changes take effect.

Article 8 – Payment, late payment and security

1. When taking out a subscription, you or your company give Maxem an authorization for direct debit. If the amount due cannot be collected (for example because the balance of your account is too low), Maxem may charge you (collection) costs. If you use a payment method other than direct debit, costs may be involved.
2. If you do not meet a payment obligation or Maxem believes that there is another reason (for example if you make above-average use of products or services), Maxem can request interim or even immediate payment, set different conditions for future payments or request additional security (for example asking for a deposit).
3. If you have taken out a subscription, Maxem will in principle charge the costs monthly by means of an invoice. It is possible that the invoice does not include all costs that have been incurred up to that point. For example, if you have transactions to settle, those costs may be invoiced later. You can consult your invoice via MyMaxem or Maxem Energy Cloud. By paying this invoice you agree to receive an electronic invoice. You can also receive a paper invoice for a fee. We recommend that you save these invoices yourself, so that you can still access them at a later time.

4. Each invoice must be paid within the term stated on it and otherwise within thirty (30) days of receipt. If the money has not been received by Maxem within that period, Maxem may charge interest after a reminder. If Maxem starts a collection procedure because you do not pay, Maxem may also charge a reasonable fee for this. In this case, Maxem can share your (personal) data with a collection agency.
5. If you do not agree with the invoice, you must report this to Maxem as soon as possible - in any case within two (2) months - via finance@maxem.energy. If you submit a complaint, you simply have to pay the outstanding invoices to which your complaint does not relate within the term. If you submit a complaint several times without a legal basis, Maxem may charge you for the costs incurred for this.
6. If Maxem has accidentally invoiced too little, you may receive an extra invoice for this. If Maxem has invoiced too much, it will be settled or refunded.
7. Costs for third-party services are debited from your account by Maxem, even if you purchase those services from that third party. That party may have agreed with Maxem that Maxem collects the fees on its behalf.
8. If you do not pay Maxem's invoice in full, Maxem may provide your company's (personal) data to third parties.

Article 9 – Reimbursement of energy costs

1. If you manage charge points via our platform, the costs for using these charge points with a charge card will be charged by Maxem to an eMSP (eMobility Service Provider), or the charge card issuer. Maxem charges a small monthly fee for this. The amount of the compensation is included in your contract and is usually per kWh delivered.
2. The costs that Maxem charges per charging session are sent monthly to the eMSP and the invoice amount corresponds to the sum of all charging sessions in the previous month from the charging point(s) you manage. A charging session is a unit in which the electric vehicle is charged, and the charging session lasts two (2) minutes or more and/or consumes 0.25 kWh or more.
3. Maxem will send the invoice for the charging session(s) on the charging point(s) managed by you or your company to the concerned eMSPs within ten (10) days in the following month in which the charging sessions are performed. The payment term of this invoice to the eMSP is thirty (30) days after the invoice date. Maxem will then pay 100% of the collected money less the fee for processing the charging sessions to you or your company, via the account number and beneficiary known to Maxem.
4. Objections to the correctness of invoices and the energy costs to be reimbursed must be addressed to Maxem in writing within thirty (30) days of receipt of the invoice.
5. You have the option to adjust the rates for charging sessions via the platform. Maxem then forwards this adjustment to the linked eMSPs via an online notification. The eMSPs then has a maximum of two (2) weeks to refuse this adjustment. Both Maxem and the eMSP aim to have the adjustment take effect immediately.

Article 10 – Maxem's right to suspend and contingency

1. Maxem may immediately suspend the services if permitted by law. This may be the case, for example, when: (a) your charging point, (stationary) battery or other connected hardware is out of order, (b) you do not fulfill your obligations (for example, if you do not pay part of your invoice or do not comply with these terms and conditions), (c) you do not use the services as intended, (d) Maxem suspects fraud or abuse or (e) you do not pay the costs or provide security for those costs at the request of Maxem.
2. In a period when the services of Maxem are out of order, you are obliged to pay for your subscription. Should Maxem decide to credit out of leniency, this will apply to all purchased products and/or services.

Article 11 – Privacy statement

1. How Maxem handles (personal) data can be found in our privacy statement. See maxem.energy/privacy-statement for this.

Article 12 – Other obligations

1. You may only use our products and services for the purpose for which they were provided. If certain rules, terms of service or, for example, a fair use policy apply to the services, you will also have to comply with them. In case of abuse, Maxem can block or terminate the agreement with immediate effect. Maxem may also charge you additional costs.
2. You must ensure that no one makes unauthorized use of your equipment.
3. You may not use the services, with our associated pricing plans, for commercial purposes (other than for regular business use in the case of a reseller or partner of Maxem). For example, you may not offer your MyMaxem or Maxem Energy Cloud login details to third parties.
4. For some services, you can make unlimited use of them. If that is the case, a fair use policy applies; the unlimited use must be reasonable and misuse is not allowed.
5. If you receive a warning in connection with nuisance or abuse caused by you or your company, you will have to follow the instructions given.
6. If your details change (for example your bank account number), you must notify us within fourteen (14) days. If you are moving, you must report this at least fourteen (14) days before your move. You can pass on changes by email to support@maxem.energy. If you do not report within fourteen (14) days that your data has changed, the consequences will be for your account.
7. You may not transfer the agreement, the rights and/or obligations under it to another person without written permission from Maxem.
8. If you fail to comply with the agreement (for example by giving access to your account to others other than Maxem or a reseller or (installation) partner of Maxem), you will indemnify and hold Maxem harmless against claims from third parties in connection therewith to keep.

Article 13 – Liability

1. Maxem is not liable for damage that may result from incorrect installations, incorrect use, legally unapproved hardware and incorrect settings of our products and/or services or due to intent or gross negligence on the part of you or an installed installer. Maxem is also not liable for any damage to the electrical installation or controlled components therein as a result of an incorrect and/or faulty installation or configuration, nor for costs charged by an installer for carrying out the installation and configuration of the system. .
2. If Maxem should be liable, then this liability is limited to what is regulated in this provision.
3. Maxem is not liable for damage of any nature whatsoever, caused by Maxem relying on incorrect and/or incomplete information provided by or on behalf of you or your company.
4. Maxem is only liable for the direct damage suffered by you or your company caused by a shortcoming or unlawful act attributable to Maxem, up to a maximum of the amounts stated below, whereby a claim also includes a series of related events.
 - a. With corporate liability (AVB), the maximum liability of Maxem is €5,000,000 per annum for all claims together, and Maxem's total liability per annum is therefore limited to that amount. With an expiry period of two (2) years after termination of the agreement or service.
 - b. In the case of professional liability (BA), the liability amounts to three times the invoice value of the order per year per claim. Maxem's maximum liability is €500,000 per annum for all claims together, and Maxem's total liability per annum is therefore limited to that amount. With an expiry period of two (2) years after termination of the agreement or service.
5. Maxem's liability for indirect damage is excluded. This includes consequential damage, loss of profit, missed savings, damage due to business interruption, other damage resulting from direct damage and costs incurred to prevent, limit or determine consequential damage.
6. You or your company indemnify Maxem against all third-party claims, and will reimburse Maxem for the costs it incurs or will incur in connection with the defense against such third-party claims, which are related to or arise from work performed by Maxem on account of the agreement(s) with you or your company.
7. This article always applies regardless of the legal basis on which liability is based. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Maxem or its management.
8. Maxem may transfer its business to another company. If Maxem does that, you can only address that other company from that moment on. If Maxem only transfers a part, you can continue to address both that other company and Maxem.

Article 14 – Distance Agreement (Consumers)

1. If you have entered into the agreement with Maxem via the website or by email (or by means of another technique for distance communication), or have concluded it outside a sales area, such as at the office, for example, you dissolve the agreement within fourteen (14) calendar days after the agreement has been concluded without giving reasons. If something that you have purchased from

Maxem is delivered to you, the fourteen (14) calendar days will commence on the date of receipt. You can report this dissolution by telephone to Customer Support, via maxem.energy or via finance@maxem.energy. If you have already received products from Maxem, you must return them as soon as possible. Please note, if you are already going to use a service while the fourteen (14) calendar days have not yet expired and you still make use of your right of withdrawal, Maxem can charge you any usage costs. The shipping costs in case you return a product to Maxem are also for your account. The products must be returned to us undamaged and complete. If that is not the case, we may charge costs for this.

Article 15 – Complaints

1. If you have a complaint, you can report it to Maxem within two (2) months. Please contact Customer Support, or send your complaint to support@maxem.energy.
2. Maxem will do its best to respond to your complaint within ten (10) working days. If Maxem is unable to respond within ten (10) working days, Maxem will let you know, even if Maxem expects to be able to respond substantively to your complaint.
3. If you do not agree with Maxem's response, you have the right to submit the complaint to the Disputes Committee (PO Box 90600, 2509 LP, The Hague) within twelve (12) months. Please note, you cannot submit your complaint to the Disputes Committee before you have made your complaint known to Maxem. Otherwise, the Disputes Committee will not consider your complaint. If you have not received a timely response from Maxem, you can submit your complaint to the Disputes Committee within twelve (12) months after Maxem should have responded. If you prefer to submit your complaint to the court instead of the Disputes Committee, you can of course do so. The website of the Disputes Committee explains in more detail how this disputes procedure works, visit www.degeschillencommissie.nl.
4. The Disputes Committee handles your complaint on the basis of its regulations, which you can request from the Disputes Committee. In addition, you owe a fee for submitting your complaint to the Disputes Committee.
5. Maxem can also submit a dispute to the Disputes Committee. Maxem can also choose to submit a dispute to the court.
6. If you have a complaint about an online purchase and you do not agree with Maxem's response, you can also choose to resolve it via online dispute resolution. You can then register your complaint on the ODR platform, see ed.europa.eu/consumers/odr.

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