

General Terms and Rules for the Use of Charging Infrastructure and Charging Services

1. INTRODUCTORY PROVISIONS

1.1. These General Terms together with all other published and valid General Terms of Petrol, including, but not limited to, the General Terms of the Petrol Loyalty Card, General terms of Use for the OneCharge Web and Mobile Application, General Terms of Petrol Business Payment Cards, the Master Terms of business when concluding contracts outside business premises and the Master Terms for concluding distance contracts, which can be found at www.petrol.si (hereinafter: "General Terms" or "GTs"), are part of the contract and the subscription contract concluded between the User and Petrol, as the provider of the charging service, and regulate the conditions for providing and using the charging service on Petrol's charging infrastructure.

Contact number of Petrol Electromobility in Slovenia: +386 1 471 46 66.

Contact number of Petrol Electromobility in Croatia: +385 99 838 1029

1.2. Petrol declares that it is authorised to carry out the activities - operation of charging stations for electric vehicles and implementation of the charging service. As part of its business activities, Petrol provides, in particular, but not exclusively, the following:

- (i) Access to Petrol's charging infrastructure;
- (ii) Development and construction of facilities/equipment for fast and/or slow charging of electric vehicles;
- (iii) Clearing of payments related to access to and use of Petrol's charging infrastructure;
- (iv) Clearing of payments related to charging on the charging infrastructure; and
- (v) The entire operation of Petrol's charging infrastructure, including information systems.

1.3. User registration of Users is completed through (i) the registration form available on the website or (ii) the OneCharge Application. The registration form is: the application form "Petrol Club Loyalty Payment Card" or "Request for the issuance of a Petrol Business Payment Card and for reviewing data via the Internet". By signing the above form or registering in the OneCharge Application, the User enters into a contractual relationship with Petrol. For successful registration, the User is obliged to provide all the required information in the application or the application form, truthfully and in full. The User is obliged to correct all data without undue delay if changes occur after registration.

1.4. For the avoidance of doubt - these General Terms apply to the charging service on the charging infrastructure and not to the sale of charging stations and the development of technical equipment for charging electric vehicles to third parties.

2. DEFINITIONS

The terms defined in this chapter are used throughout the document, including the text before this chapter.

2.1. OneCharge Application – OneCharge Web or Mobile Application.

2.2. Authorisation – the process by which an authorised point of sale obtains confirmation that it can execute a transaction.

2.3. Price List – a separate document in physical or electronic form that defines the prices of the charging service on the charging infrastructure set by Petrol and/or the prices related to the provision of this service and is also published on the website, but can also be displayed in physical form on the charging infrastructure (hereinafter: the "Price List").

2.4. Remote charging activation - means remote start-up and authorisation of the start of charging of an electric vehicle at an electric charging station via the Petrol Centre for Management of Electric Charging Stations.

2.5. Roaming - all charging sessions in which the identification means of the charging service provider on the

- charging infrastructure of another partner, which acts as the charging infrastructure manager, is used for identification.
- 2.6. Roaming Partner - is either another charging service provider or another charging infrastructure manager with whom Petrol has a relevant contract concluded. Based on this contract, the Petrol User can use the charging infrastructure of the Roaming Partner, and the Roaming User can use Petrol's charging infrastructure.
- 2.7. Fast charging - the charging of mostly electric vehicles with a rated power equal to or higher than 22.01 kW, regardless of AC and DC charging, and the use of 400V/32A three-phase sockets is also considered fast charging.
- 2.8. Identification - a process in which Petrol recognises and verifies a User, which does not necessarily mean identifying a specific person (e.g. an anonymous OneCharge User). User verification means that Petrol checks whether such a User is registered in the relevant system.
- 2.9. Identification means - are the elements with which Users identify themselves on the charging infrastructure.
- 2.9.1. Petrol's identification means are as follows:
- 2.9.1.1. Petrol's Electromobility Payment Card
 - 2.9.1.2. OneCharge Application
 - 2.9.1.3. Petrol partner's identification means (this is not the same as the Roaming Partner)
- 2.9.2. Roaming identification means:
- 2.9.2.1. identification means of Roaming Partners.
- 2.10. Electromobility Card - a plastic (or similar) chip card provided by Petrol or a Petrol partner to the User to identify the User when charging on the charging infrastructure.
- 2.10.1. Petrol Electromobility Payment Card - a payment card issued by Petrol which, in addition to identifying the User when charging on the charging infrastructure, also enables non-cash payment at Petrol points of sale. The types of Petrol Electromobility Payment Cards are defined on the Petrol website and are divided into a card for natural persons ("Petrol Club Loyalty Payment Card") and legal entities ("Petrol Business Payment Card").
- 2.11. Monthly subscription - is a fixed monthly amount that is independent of the use of the charging service.
- 2.12. Subscriber - is a User who has concluded a subscription contract with Petrol, as stipulated in these General Terms.
- 2.13. Subscription contract - is a contractual relationship concluded between a Petrol User and Petrol under the conditions specified in the subscription contract and these General Terms, which determine the rights and obligations of the Subscriber and/or Petrol User and Petrol as the provider of these services.
- 2.14. Accounting period - is a period lasting 1 (in words: one) calendar month. The valuation date for the accounting period and the start and end of the accounting period are determined in accordance with the General Terms and the subscription contract.
- 2.15. Package - is a specific set of charging services or other related services that the User can use and can be defined in more detail on the website.
- 2.15.1. Subscription package - is a package that includes a monthly subscription to the charging service.
- 2.16. Petrol - PETROL d.d., Ljubljana, Dunajska cesta 50, 1000 Ljubljana, registration number 5025796000 and/or its parent, subsidiary or other affiliated companies,
- 2.17. Contract - is a contractual relationship concluded between the User and Petrol under the conditions specified in these General Terms and the content of which is defined in this document.
- 2.18. Contracting Parties - are the User and Petrol.
- 2.19. Charging infrastructure - is the entire technical equipment and space used for fast and/or slow charging, especially of electric vehicles, a detailed list of which is published on the website and access to which Petrol provides to individual Users.
- 2.19.1. Petrol's charging infrastructure - is the charging infrastructure owned and/or managed by Petrol (hereinafter referred to as "Petrol's charging infrastructure").
- 2.19.2. Roaming charging infrastructure - is the charging infrastructure owned and/or managed by the charging infrastructure manager, with which Petrol has concluded a roaming contract.

- 2.20. Charging station - means a column on which charging points are installed
- 2.21. Charging point - means the interface (connection point) through which one electric vehicle can be charged. The charging point shall include at least one port for charging an electric vehicle.
- 2.22. Charging or Charging session - a unit of charging mainly of an electric vehicle that lasts a certain time.
- 2.23. Charging service provider - a person who offers its customers or Users the possibility of charging electric vehicles and/or additional optional services.
- 2.24. Connector - means the part of the charging point through which the physical connection between the charging point and the electric vehicle is made and which can be used independently of the occupancy of the remaining connectors at the charging point.
- 2.25. Registration - means the entry in the database where the User enters the required data according to the type of registration.
- 2.26. Website - are the websites of Petrol www.petrol.si and www.petrol.hr, where the User finds a registration form and where all the terms and information regarding the use of charging services, including the General Terms, are published.
- 2.27. General Terms - the term is defined in point 1.1
- 2.28. Charging service - is a service that provides access to the charging infrastructure and/or provides charging mainly of electric vehicles on the charging infrastructure. It can be either paid or free.
- 2.29. User - any natural person - a consumer, a natural person with a registered activity or a legal person who uses charging services.
 - 2.29.1. A Petrol User is:
 - 2.29.1.1. A Petrol Electromobility Payment Card User - any User who has successfully registered via the Petrol registration form and has successfully obtained a Petrol Electromobility Payment Card.
 - 2.29.1.2. A User who uses the OneCharge Application for the charging service and also registers in it.
 - 2.29.1.3. A User who uses the OneCharge Application for the charging service and performs a short registration.
 - 2.29.1.4. Every User of third party identification means with whom Petrol has concluded an appropriate contract (this is not the same as a Roaming Contract).
 - 2.29.2. Roaming User - is any User who has successfully registered with another charging service provider with which Petrol has signed a Roaming contract on the charging infrastructure for electric vehicles.
- 2.30. User account - is a collection of information about the User in the Petrol information system.
- 2.31. Justified request for remote activation of charging - means a request for remote activation of charging to a User who, through no fault of their own, was not provided with a charging service and who was not provided with a charging service due to reasons on Petrol's part. In the event of a justified request for remote activation of charging, Petrol can provide a free charging service.
- 2.32. Charging infrastructure manager - is a person who manages the charging infrastructure for electric vehicles. The purpose of the charging infrastructure manager is to provide various charging service providers with access to the public charging infrastructure.
- 2.33. Force majeure - means all unforeseeable and unexpected events that occur independently of the will of the parties and which could not have been foreseen at the time of concluding the contract and in any way affect the performance of obligations or the timely performance of obligations.
- 2.34. ZVPot - the Consumer Protection Act (Official Gazette of the Republic of Slovenia, No. 98/04, as amended).

3. ELECTRICAL VEHICLE CHARGING PROCESS

The User initiates the start of the charging session process when they successfully identify themselves at the charging station. The User can initiate the identification process by (i) using their card, (ii) using the OneCharge Application, (iii) connecting the charging port or (iv) pressing the start button on the charging station. The charging session starts at the moment when Petrol confirms its authorisation. The charging session ends with

the User pulling the connector out of the charging station.

Identification is not a condition for starting the charging service. Authorisation follows the User's identification.

Petrol has the right to start a charging session by remotely activating the charge. The User can request remote activation of charging, and Petrol has the right to decide on such a request at its own discretion.

4. PROVISION OF CHARGING SERVICES - PETROL AS A PROVIDER OF CHARGING SERVICES

Registration, contracting and activation of the User account

4.1. Upon concluding a contract or subscription contract and provided that the registration has been successful, Petrol must provide a paid charging service to the extent and under the conditions agreed in the GTs. In case of doubt, a contract is considered concluded when the User identifies themselves and connects their electric vehicle to the charging station - usually with an electric cable. By concluding a contract or subscription contract, the User expressly agrees with these GTs and declares that Petrol has fulfilled its obligation to provide information in an appropriate and timely manner and in accordance with ZVPot. After concluding a contract or subscription contract, a User account can be created for the User in accordance with the GTs. The User is aware that the charging service is a paid service and undertakes to pay Petrol for the services provided to the extent required, unless Petrol explicitly offers the charging services free of charge, with the right to designate the service as free being in the sole discretion and jurisdiction of Petrol.

4.2. The User declares that they are able to fulfil all their obligations arising from the contract or contractual relationship. In the event that the User is a legal entity, the User declares that the legal entity was established and performs its activities in accordance with the laws of the Republic of Slovenia or in accordance with the laws of another relevant country, and that it has legal and business capacity required to enter into the contractual relationship in question with Petrol and to fulfil the obligations arising therefrom.

4.3. Regarding User registration and the provision of data, the User guarantees that the information provided is accurate, factual and complete. If the User's data is inaccurate or incomplete, or in the event that Petrol has reasonable grounds to suspect that the provided data is inaccurate or incomplete, Petrol reserves the right to temporarily or completely suspend the provision of charging services. If the User does not fulfil their obligation to inform Petrol about changes in the data, Petrol shall not be liable for the fulfilment of its obligations regarding the processing of personal data or for any other damage that may occur to the User in this connection, except in cases where this exclusion of liability was contrary to law, including in particular the impossibility of excluding or limiting Petrol's liability in the event of death or personal injury resulting from Petrol's act or omission and the impossibility of excluding liability for consumer damage caused by Petrol or a person for whom Petrol is responsible, caused intentionally or through negligence.

4.4. Petrol is entitled to share the User's data with its parent, subsidiary and other affiliated companies and to keep records of this, to the extent permitted or required by applicable law. Petrol must keep the obtained data confidential.

5. SUBSCRIPTION PACKAGES AND SUBSCRIPTION CONTRACT

5.1. The subscription contract can only be concluded by a Petrol Payment Card User.

5.2. The conclusion of a subscription contract may be conditional on concluding the contract or subscription for a certain period of time, which is determined by the subscription package.

5.3. By concluding a subscription contract, Petrol Payment Card User can obtain additional benefits, as defined in the price list.

5.4. To ensure the implementation of the subscription contract, the Petrol Payment Card User is obliged to pay Petrol the amount that includes the monthly subscription and the amount of charging services, as shown in the price list. The monthly subscription and charging service prices may vary for different packages.

5.5. Other additional services (including one-time charging) on Petrol's charging infrastructure are charged in accordance with the valid price list of Petrol. The prices stated in the price list are final and the Petrol

Payment Card User declares that they have been informed about the price list and instructions for use of charging stations published on the website and in the GTs; they are committed to them and undertake to fulfil them in full. Petrol is entitled to change the prices in the price list

5.6. As part of the conclusion of the subscription contract, Petrol may charge in advance the Petrol Payment Card User for the use of the charging services within 1 (in words: one) month from the conclusion of the subscription contract the amount of the monthly subscription to Petrol's Electromobility Payment Card. In such a case, the charging service is charged according to the use under the tariffs set in the selected package for the previous calendar month, based on the actual charging time on Petrol's charging infrastructure, to the Petrol's Electromobility Payment Card. The monthly subscription is charged in advance at the beginning of the accounting period or calendar month on Petrol's Electromobility Payment Card.

5.7. Package change

5.7.1. If Petrol terminates the contractual relationship, the Subscriber is obliged to pay only a part of the existing monthly subscription until the date of termination of the subscription relationship. The User does not have to pay for the subscription for the remaining period.

5.7.2. If the Subscriber terminates the subscription relationship before the expiry of the subscription period or in the event of a change of the package before the expiry of the subscription period, or if Petrol withdraws from the contract prematurely in accordance with Article 17.4 of these GTs, the Subscriber must pay Petrol damages due to the early termination of the subscription relationship and the balance of all monthly subscriptions that the Subscriber would be obliged to pay if there was no change in the subscription package or termination of the subscription contract. This only applies in the case of concluding a subscription contract and does not apply to the BASIC package. In the case of the BASIC package, the consumer can withdraw from the package without restrictions in accordance with the General Rules of the Petrol Club Payment Card. Petrol is not considered having suffered any harm due to the premature termination of the subscription and the Subscriber is exempted from paying compensation if the Subscriber decides to upgrade their package, which means that the User chooses a package with a higher monthly subscription.

5.8. Charging service prices can also be posted on the website and in the OneCharge Application.

5.9. Petrol Users have the BASIC package included by default. The package is defined in the price list.

6. PRICE AND BILLING OF CHARGING SERVICES AND OTHER PACKAGE ITEMS

6.1. The User must pay Petrol the amount for the charging service, which is calculated in accordance with the price list in force at any given time. Petrol has the right to charge for the charging service per unit or part of it. Units include, but are not limited to, the following:

- (i) energy transmitted in kilowatt hours (hereinafter: kWh),
- (ii) charging time in minutes,
- (iii) connection time from the start of charging in minutes,
- (iv) charging station reservation,
- (v) fee for initiating the charging session.

The price of the charging service can be determined by a combination of the above criteria.

6.2. Payment cannot be made with banknotes and coins. By successfully completing the authorisation and starting the charging session, the User agrees to the procedure of executing the payment transaction after the service has been performed.

6.3. The minimum charging threshold for a charging session is determined in accordance with the valid price list and may differ for charging on Petrol's infrastructure and Roaming charging infrastructure.

6.4. The monthly subscription is charged on Petrol's Electromobility Payment Card at the beginning of the accounting period for the period of validity of the concluded subscription relationship in the given accounting period. The amount of the monthly subscription is determined in accordance with the valid price list for each subscription package.

6.5. The valid price list is also published on the website. Service prices can also be published in the OneCharge Application.

7. PAYMENT FOR CHARGING SERVICES AND MONTHLY SUBSCRIPTION

7.1. Petrol must issue an invoice for the charging service for each charging session and/or for the appropriately indicated accounting period and send it to the User as an electronic invoice to the User's e-mail address or the OneCharge Web or Mobile Application or by standard post. The User must inform Petrol of any changes that could affect the sending of invoices. Electronic invoices are considered delivered on the day Petrol sent them to the User.

7.2. If the invoice is not delivered to the User by 7 (in words: seven) calendar days before the end of the accounting period, the User must notify Petrol without undue delay.

7.3. The User must pay the invoice on the due dates indicated on the invoice. The User's obligation to pay the invoice is fulfilled on the day the corresponding amount is credited to Petrol's bank account. The amount transferred must be indicated with the corresponding reference. Notwithstanding the preceding sentence and the general rules on obligations, the consumer's monetary obligation paid through a bank or other payment organisation shall be deemed to have been paid on the day on which the consumer places the order with such organisation.

7.4. Objections relating to the accuracy of the invoices must be lodged within one month of receipt of the invoice, otherwise the amount of the invoice will be deemed accepted. Objections must be sent to Petrol in writing. If several individual amounts are indicated on the invoice, the customer must name the specific amount they are challenging. The customer undertakes to assist in clarifying the objections. Petrol must inform the customer of this deadline and the legal consequences of discrepancies on the invoice. Objections do not affect the due date of the full amount of the invoice, and the waiver of timely objections must not affect the assertion of claims by customers.

8. USER STATEMENTS AND OBLIGATIONS

8.1. In addition to the other obligations listed in the GTs, the User is obliged to (including, but not limited to):

- (i) Comply with all provisions of the GTs; whereby the User is entitled to use the charging service only under the conditions and in accordance with the applicable law, the GTs and Petrol's instructions;
- (ii) Observe the principles of conscientiousness and honesty and a good manager and not to abuse the charging service in any way;
- (iii) Pay for the charging service according to the price list, invoice issued and in due time;
- (iv) Use Petrol's charging infrastructure in accordance with the purpose and instructions for its use, so that there is no damage or injury to the User's health;
- (v) Before charging, the User is obliged to perform a basic inspection of the charging infrastructure for obvious faults (e.g. damaged connector);
- (vi) Immediately notify Petrol of any disturbances, interruptions or damage to Petrol's charging infrastructure that the User detects or is informed about during the use of the services;
- (vii) Compensate any damage caused by the User intentionally or through negligence on Petrol's charging infrastructure through improper, gross or negligent use or conduct;
- (viii) Charge the electric vehicle with a single quick charge for a maximum of 120 minutes and after charging the electric vehicle, without undue delay, leave the space belonging to the charging station where the fast charge was performed;
- (ix) Use the charging infrastructure in a way that does not restrict other Users of the charging network;
- (x) Follow the instructions and guidelines of Petrol staff and/or employees during the use of the charging network and be available on the phone for urgent communication with Petrol;
- (xi) Communicate all requests regarding charging services by telephone to the contact number of Petrol Electromobility or in writing to the e-mail address: podpora.strankam@petrol.si or via a request in the OneCharge Application;
- (xii) Provide Petrol with all necessary cooperation when using the charging service;
- (xiii) Inform Petrol of any obstacles that could prevent proper performance under the contract.

8.2. The User undertakes and ensures that the charging of electric vehicles on Petrol's charging infrastructure serves exclusively for the charging of the User's electric vehicle.

8.3. Petrol warns that improper handling can shorten the life span of the charging infrastructure. For this reason, Petrol considers as misuse:

- (i) If the User interrupts charging more than three times in a row by interrupting or pressing the emergency exit button; or
- (ii) If Petrol finds that the User regularly (more than three times in one month) interrupts the charging by pressing the emergency exit button; or
- (iii) If Petrol finds that the User alternately uses several different identification means to interrupt the charging process more than three times in a row by interrupting or pressing the emergency exit button.

In the event of an individual case of misuse, Petrol shall charge the User a fee in the amount of EUR 10 or block the use of the identification means used to misuse Petrol's charging infrastructure.

If the User has had to interrupt charging several times (at least three times) for safety reasons, the User should immediately notify the customer support to the Petrol Electromobility contact number.

8.4. For each unjustified request by the User for remote activation of charging by Petrol, the User will be charged a fee in the amount of EUR 15.00. In particular, a User's request following a failed authorisation by Petrol is considered to be an unjustified request for remote activation of charging, if the failed authorisation occurred through the fault of the User or for reasons on the part of the User. An unjustified request for remote activation of charging shall be considered in particular, but not exclusively, when the User:

- (i) Uses the entire limit on the card and insists in their request that they settled their bills and that Petrol's system is not working as well as demands that the User be allowed remote charging,
- (ii) Has outstanding liabilities and insists in their request that Petrol's system is not working and demands that the User be allowed remote charging,
- (iii) Does not have a valid charging card but insists in their request that the filling station or Petrol system does not accept the card.
- (iv) Is already identified at the charging station but does not start charging. The User then calls the call centre of the person liable and claims that the identification means does not work and requests that the User be allowed remote charging,
- (v) Claims that the charging station is not working, whereby the blocking of this charging station or its non-functioning obviously occurred due to reasons on the part of the User.

Payment of the compensation as provided for in this Article means reimbursement of part of the administrative costs incurred by Petrol due to the User's unjustified request for remote activation of charging.

9. RIGHTS AND OBLIGATIONS OF PETROL

9.1. In accordance with the GTs, Petrol is obliged to:

- (i) Provide the User with access to Petrol's charging infrastructure under the conditions specified in the GTs. Petrol is not liable to the User for any damage caused by the use of the charging infrastructure, nor is it liable for any direct or indirect costs related to the failure of the charging infrastructure. Petrol is not liable for non-fulfilment of its obligations, provided that these have not been fulfilled due to objective reasons or force majeure, except in cases where this exclusion of liability was contrary to law, including in particular the impossibility of excluding or limiting Petrol's liability in the event of death or personal injury resulting from Petrol's act or omission and the impossibility of excluding liability for consumer damage caused by Petrol or a person for whom Petrol is responsible, caused intentionally or through negligence.
- (ii) Ensure regular technical maintenance of Petrol's charging infrastructure;
- (iii) In the event of disruptions at any charging station within Petrol's charging infrastructure, ensure that

it is repaired within a reasonable time, in accordance with its possibilities and capabilities.

- (iv) Provide Petrol Users with assistance in connection with the charging service, via the call centre at the telephone number: +386 14 714 666, which is available 24 hours a day, every day of the week. This applies to the charging infrastructure on which Petrol is the charging service provider.
- (v) Provide Petrol Users with assistance regarding the charging service at the following e-mail address: podpora.strankam@petrol.si or via a request sent by the User in the OneCharge Application, whereby Petrol has the right to respond to such a request by calling, emailing or replying in the OneCharge Application, at its own discretion.
- (vi) In the event of any request/complaint from a Petrol User, including requests regarding invoices, Petrol shall be obliged to respond to them no later than 8 days and process them no later than 45 (in words: forty-five) calendar days after submitting the request/complaint to Petrol;
- (vii) Charge Petrol Users the appropriate amounts in accordance with the valid price list and these GTs and to issue an invoice;
- (viii) Maintain the confidentiality of personal data provided by the User at the time of concluding the contract.

9.2. In addition to the other rights listed in the GTs, Petrol has the following rights (including but not limited to):

- (i) To be adequately and timely paid for the package and the provision of the charging service according to the GTs and the valid price list;
- (ii) The right to compensation for damage caused by the User as a result of any act contrary to or incompatible with the contract, the GTs or applicable law;
- (iii) To terminate the provision of charging services to a specific User or any third party at any time, provided that that person/customer has misused the charging service or there is a suspicion of such misuse or has otherwise violated the contract, general terms or applicable law;
- (iv) Not to provide the charging service if the User does not fulfil all their obligations to Petrol properly and in a timely manner;
- (v) To withdraw from the contract under the conditions and in the cases specified in these GTs or in accordance with applicable law.
- (vi) To remove the vehicle from the charging infrastructure if the charging session is not running or if the User acts in contravention of Articles 8.1., 8.2 or 8.3.

10. FAIR USE POLICY

10.1. The User's obligation is primarily to prevent the use of the charging service in ways contrary to the law, the principles of diligence and honesty and the diligence of a good businessperson, and the violation of which could lead to poorer quality of service for other Users.

10.2. User attitude contrary to (including, but not limited to, the provisions of Article 8.1., 8.2 and 8.3.) the GTs is considered to be a misuse of service. Petrol may call on the User to stop the violations. If no improvement occurs within 3 (in words: three) calendar days from the warning issued by Petrol, or if the User continues to violate the relevant provisions of the GTs, Petrol shall have the right to withdraw from the contract and the subscription contract (in accordance with Articles 5.7.1 and 5.7.2) and shall be entitled to compensation for damages due to early termination and compensation. In addition to compensation for damages from the previous Article, in accordance with the general rules on damages, Petrol is always entitled to demand from any User who has abused the use of the service any compensation for damages and any reasonable costs (including but not limited to: removal of the vehicle, charging station repair, etc.)

10.3. Principles and violations listed in chapter 8 of these GTs are listed only by way of example. Other activities that can reasonably be considered as a misuse of the charging service are also treated as such a misuse with the same legal consequences. The User undertakes to use the charging service exclusively for their own needs and is not authorised to use any other charging service without the prior written consent of Petrol. The User may not share their identification means with another person, unless otherwise specified in the GTs. The User is responsible for the damage caused as a result of unauthorised use of the services by third parties to whom the User has allowed the use.

10.4. In the event of misuse of the charging service, Petrol shall be entitled to charge the User an amount in accordance with the established damage related to the misuse of services, withdraw from the contract and demand compensation for damages in accordance with Articles 5.7.1 and 5.7.2. The User is obliged to pay Petrol such damage and compensation for any eligible costs incurred. This shall not affect the

provisions on compensation for any damage, even in the amount exceeding the damage and compensation for the costs referred to in this Article.

10.5. While using the charging service, the User shall be obliged to:

- (i) Use the charging infrastructure in the prescribed manner without damaging or interfering with it in any way;
- (ii) Respect the rights and obligations of other Users of the charging service;
- (iii) Act conscientiously and honestly and with the diligence of a good businessperson or the diligence of a good manager;
- (iv) Follow Petrol's instructions, including observing the maximum time the vehicle is on the charging infrastructure. Otherwise, the User shall be forced to pay a fine in accordance with the applicable price list. Petrol may charge this fine and/or the time of use of the charging infrastructure at its own discretion.
- (v) 10.6 The following User activities are prohibited (including, but not limited to):
- (vi) Gaining access to Petrol's computer systems, including relevant networks, data and software, without prior permission and consent; and
- (vii) Any attempt to test, confirm or verify the vulnerability of any Petrol system or charging network.

10.6. In the event of prohibited activities, or if Petrol suspects that the User is carrying out such activities, Petrol shall also be entitled to immediately suspend the provision of the charging service to protect other Users and Petrol's charging infrastructure. Petrol will notify the User of such a suspension and state the reason for the suspension.

11. PETROL'S CHARGING INFRASTRUCTURE

11.1. The User can charge the vehicle on Petrol's available and public charging infrastructure. Using energy from charging stations for purposes other than charging an electric vehicle is not permitted. Charging stations within Petrol's charging infrastructure can have different connectors with different maximum output power.

The Petrol User has the right to:

- Identify themselves and charge their vehicle on Petrol's available and public charging infrastructure with Petrol's identification means;

The Roaming User has the right to:

- Identify themselves and charge their vehicle on Petrol's available and public charging infrastructure intended for Roaming Users with Roaming identification means;

Petrol has the right to:

- Remotely interrupt the charging process and lock the connector at the charging station when the vehicle is no longer charging.
- Interrupt the charging process and remotely unlock the connection if the charging rules are not followed.

The User is obliged to observe the following charging rules:

- The applicable traffic regulations must be observed.
- After the charging session is completed, the User must leave the charging infrastructure within 15 minutes.

11.2. Charging cables at all filling stations of Petrol's charging infrastructure must be handled in such a way that there is no danger to other persons or objects; in particular, after charging, the User must return the cable to the marked and designated place.

11.3. Petrol is not responsible for devices with which the User connects to the charging infrastructure (e.g. connector, cable, adapter, etc.) and which are owned by the User; Petrol is not responsible for the correct operation of the charging process if the User uses a non-standard device; the User is liable for damage caused to Petrol's charging infrastructure due to the User's use of non-standard devices (e.g. connector, cable, adapter) or other unsuitable equipment.

- 11.4. The provision of electricity distribution and/or the provision of electricity supply and/or telecommunications services is not the subject of the contract. Petrol can provide its services from the contract and these GTs only on the condition that there is working access to the network, a suitable power supply and a working internet connection. Petrol does not assume any responsibility for the lack of electricity supply, network services and telecommunications services (insufficient operation and or non-operation, replacement, etc.).
- 11.5. The Roaming User must follow the charging rules on Petrol's charging infrastructure.

12. IMPLEMENTATION/PROVISION OF CHARGING SERVICES ON ROAMING CHARGING INFRASTRUCTURE

- 12.1. The Petrol User may use charging services at the Roaming Partner (hereinafter: the "Roaming service of Petrol Users").
- 12.2. An up-to-date list of Roaming Partners can be published on the Website and in the OneCharge Application. The prices of the Roaming service are defined in the price list, and the general conditions of individual Roaming Partners also apply. The price list of the Roaming charging infrastructure and links to the websites of individual Roaming Partners, where the User finds the general conditions of individual Roaming Partners, can be published on the website.
- 12.3. The User must comply with the general terms of the Roaming Partner when charging the electric vehicle on the Roaming charging infrastructure. These are usually available on the website of each Roaming Partner.
- 12.4. The User's access to the Roaming charging infrastructure or its use is conditioned by the proper operation of the Roaming charging infrastructure. During the period in which the Roaming charging infrastructure, electrical network, internet connection, terminal equipment or other equipment and devices necessary for the performance of the charging service do not work or their operation is disrupted (e.g.: due to maintenance work, force majeure, etc.), Petrol cannot provide the charging service.
- 12.5. Petrol provides assistance to the Petrol User, who uses the Roaming service of Petrol Users in the event of any problems related to the charging service via the call centre.

13. ROAMING OF USERS OF OTHER CHARGING SERVICE PROVIDERS (ROAMING PARTNERS) ON PETROL'S CHARGING INFRASTRUCTURE

- 13.1. The Roaming User may use Petrol's charging infrastructure provided that the Roaming User is a User of the Roaming Partner with whom Petrol has a Roaming Contract (hereinafter: "Service of Roaming Users").
- 13.2. In the event of issues for the Roaming User on Petrol's charging infrastructure in connection with the start of the charging session, the Roaming User must contact their charging service provider (Roaming Partner) for assistance. Petrol does not provide customer support for Roaming Users unless charging problems are related to the use of the charging station.

14. AMENDMENTS TO THE SPs, COPYRIGHT AND INDUSTRIAL PROPERTY RIGHTS

- 14.1. Petrol reserves the right to change the price list without prior notice as well as to change or suspend or terminate the use of the website. Petrol reserves the right to fully or partially change or replace the charging service, including the price list, as well as the scope and structure of the charging service, especially in the case of:
- (i) Changes in market conditions related to the provision of services;
 - (ii) Increase of Petrol's costs related to the provision of services;
 - (iii) Changes in the inflation rate published by the Statistical Office of the Republic of Slovenia for the previous period;
 - (iv) Market and technological development of services;
 - (v) Changes in legislation;

- (vi) Issuing a decision of the relevant state body granting Petrol the obligation or right to change, cancel, replace or in any other way change the services and prices of services (especially the quality, scope and structure of charging services);
 - (vii) Changes in taxes or other charges, in any way related to the provision of the charging service or the impact on the price of the services.
- 14.2. Petrol has the right to publish information on changes to the charging service on the website or in any other appropriate form, including, but not limited to, notifications to the User via e-mail (provided that the Petrol User has provided Petrol with such permission).
- 14.3. The information on the website may include material and technical irregularities or typographical errors. Petrol reserves the right to update the website and its content without prior notice to the User. Modification, suspension or assignment of the website does not mean that the User is entitled to compensation by Petrol.
- 14.4. Amendments to these General Terms and other changes published in accordance with this Article shall enter into force on the day of publication.
- 14.5. The website is partly as well as entirely copyrighted. The exclusive rights to all materials are the property of Petrol. Names and designations as a service may be trademarks of Petrol or other affiliated companies. No part of the website, including images, text, voice recordings, animations and/or videos, may be copied or otherwise presented without the prior permission of Petrol. Unauthorised copyright infringement can be considered a criminal offence.

15. LIABILITIES OF THE CONTRACTING PARTIES

- 15.1. Unless otherwise stated in the GTs, the contracting parties are liable for damage resulting from the breach of obligations stated in the GTs, unless the damage was caused due to circumstances that exclude liability and the contracting party did not fulfil the obligations due to force majeure or an event that could not have been foreseen at the time of the conclusion of the contract and could not have been avoided or controlled. The following events are considered circumstances excluding liability: wars, civil unrest, uprisings, revolution, sabotage, natural disasters, epidemics, catastrophes and their consequences, floods, power outages, unannounced or unexpected technical interventions on the network, embargo of all kinds, interventions by the competent state authorities and measures that have an impact on the operation of the charging infrastructure and the occurrence of which does not depend on the conduct of the contracting party.
- 15.2. Petrol is not responsible for the non-provision of charging services to the required extent when it is caused by:
- (i) Deficiencies or inadequacies of the User's technical equipment;
 - (ii) Improper User procedure when using the charging infrastructure;
 - (iii) The fault of a third party who caused damage, inactivity or theft of the charging station within the charging infrastructure;
 - (iv) Non-compliance with the GTs or relevant legal acts by the User;
 - (v) An event the prevention of which is not within the competence or control of Petrol.
- 15.3. The User is liable to Petrol for damage caused by unauthorised use of the charging service. No contracting party shall be entitled to compensation for damage caused if the damage occurred on the basis of or as a result of an act of the party to whom the damage occurred. Petrol is not liable (i) for direct or indirect damage including (but not limited to) loss of profit and/or costs resulting from improper use or inability to use the services (ii) or for damage caused by the use of data from the website, OneCharge Application or reference websites. The limitation of liability from the previous sentence does not apply in cases where these damages occur as a result of proven deliberately illegal operation of Petrol or operation of Petrol through gross negligence, except in cases where this exclusion of liability was contrary to law, including in particular the impossibility of excluding or limiting Petrol's liability in the event of death or personal injury resulting from Petrol's act or omission and the impossibility of excluding liability for

consumer damage caused by Petrol or a person for whom Petrol is responsible, caused intentionally or through negligence.

- 15.4. Petrol does not provide any guarantees and warranties other than those arising directly from the law.

16. PROTECTION OF PERSONAL DATA

- 16.1. Petrol processes personal data in accordance with the General Data Protection Regulation and national regulations on personal data protection. The rules applicable to the protection of personal data from the General Rules of Use of the Petrol Club Loyalty Payment Card and the General Rules of Use of Petrol Business Payment Cards also apply to these General Rules.

17. TERMINATION OF THE CONTRACT

- 17.1. The contract terminates when the charging session ends. Petrol may withdraw from the contract at any time without notice.
- 17.2. The subscription contract is terminated (after the expiration of a possible notice period) on the basis of:
- (i) Withdrawal from the Contract;
 - (ii) Agreement of the contracting parties;
 - (iii) By the death or dissolution of the contracting party.
- 17.3. Either party may withdraw from the subscription contract by written notice, subject to the conditions set out in these GTs in Articles 5.7.1 and 5.7.2. Petrol may withdraw from the subscription contract on the basis of Article 17.2 of the GTs at any time and without obligation to the User.
- 17.4. Unless otherwise specified in the GTs, the User may, without consequences and without the obligation to pay compensation for damages according to Articles 5.7.1 and 5.7.2, withdraw from the subscription contract without notice if:
- (i) The price of the relevant package increases;
 - (ii) The User, for reasons on Petrol's side, can no longer use the charging service for over 30 consecutive days;
- 17.5. Unless otherwise stated in the GTs, Petrol is entitled to withdraw from the contract without notice if the User:
- (i) Adversely interferes with or permits any interference with any charging infrastructure or in the event of damage to any charging infrastructure;
 - (ii) Provides a third party with charging services under their own name;
 - (iii) Misuses the charging service or uses the charging service in a way that prevents Petrol from verifying the use of the charging service;
 - (iv) Does not pay the price of the charging service determined by the price list within 45 calendar days after the expiration of the payment deadline;
 - (v) Substantially breaches or repeatedly breaches the contract.

18. FINAL PROVISIONS

- 18.1. **Applicable law.** The contractual relations regulated by these GTs are implemented and interpreted in accordance with the applicable Slovenian legislation, with the exclusion of the provisions of private international law or any conflict-of-law provisions.
- 18.2. **Dispute resolution.** The contracting parties shall endeavour to settle any disputes arising from the contractual relationships regulated by these GTs amicably. If this is not possible, the court of competent

jurisdiction in Ljubljana shall settle the dispute, or if the User is a consumer, the court having substantive jurisdiction according to the consumers' address shall settle the dispute.

Petrol does not recognise out-of-court consumer dispute resolution contractors as competent to resolve a consumer dispute, arising from these General Terms, that could be initiated by the consumer in accordance with out-of-court consumer dispute legislation.

- 18.3. **Entire Agreement.** The contractual relations governed by these General Terms are fully finalised and fully governed by these General Terms and the provisions of the contracts to which these General Terms are annexed and supersede all prior agreements and arrangements, whether written or oral, express or implied. Any statements and warranties not covered by this agreement are not binding on Petrol and its affiliates.
- 18.4. **Waiver.** The inability of a party to exercise any right arising from the contractual relationship governed by these General Terms shall not be construed as a waiver of the party's right to exercise any of these rights at a later date. A statement by which a party waives any right may not be construed as a waiver of any other right.
- 18.5. **Invalidity.** If any provision of these General Terms and/or contractual relationships governed by these General Terms is or becomes wholly or partially invalid, ineffective and/or unenforceable, this shall not affect the validity, effectiveness and/or enforceability of the remaining provisions. The Contracting Parties shall replace such a provision by interpreting such a provision to have the effect as closely as possible of the effect pursued by the Parties with the invalid provision.
- 18.6. **Assignment and transmission** The User cannot transfer the rights and obligations from the contractual relationships regulated by these GTs to another person without the written permission of Petrol.
- 18.7. Upon registration, the User gives their explicit consent to these GTs. At the same time, the User declares that they have read and understood the contents of the GTs before entering into a contractual relationship with Petrol.
- 18.8. The applicable General Terms are published on the website. The same shall apply to any amendments to the applicable General Terms resulting from an amended business policy of Petrol or applicable law. It is considered that the User has been informed about the amendment as of the date of publication of the new or amended General Terms on the website.
- 18.9. Petrol reserves the right to amend the GTs at any time. The obligation to notify the amendment is fulfilled by proper publication of the GTs on the website. Any amendment to the GTs shall enter into force on the day of its publication on the website, unless otherwise provided for by applicable regulations. The User can also be informed about the publication of the GTs and their possible change via the Petrol call centre.
- 18.10. Due to the amended GTs, the User may terminate the Contract by submitting a written termination within 15 days from the date of validity of the GTs, with a notice period of 15 days, bearing all costs incurred by Petrol. If the GTs have been amended to comply with binding regulations, the User shall not be entitled to withdraw from the contract due to changes in the GTs.

PETROL d.d., Ljubljana, 24th of November 2020