

SPECIFIC TERMS AND CONDITIONS SMAPPEE PAY STATION

Last revised: August 2024

1. GENERAL

These Specific Terms and Conditions for Smappee Pay Station shall apply with respect to the rental, operation and support of the Smappee Pay Station.

These Specific Terms and Conditions apply in addition to and should be read in conjunction with [Smappee's General Terms and Conditions of Sales](#) ("GTCS").

2. DELIVERY

In line with the provisions of Art.7 of the GTCS, the Smappee Pay Station will be delivered to the Buyer as per Incoterm FCA (Smappee's premises). Risk will transfer to the Buyer upon FCA delivery at Smappee's premises, Harelbeke, Belgium.

The Buyer shall verify that the delivered Smappee Pay Station complies with the specifications within seven (7) calendar days as of delivery date and shall notify Smappee in writing of any non-compliance identified within that period. If no non-compliances are reported within such period, the Smappee Pay Station shall be deemed accepted by the Buyer.

3. RETENTION OF TITLE AND USE RIGHTS

3.1. The Smappee Pay Station is and shall remain the exclusive property of Smappee at all times. Without prejudice to its right to distribute the Pay Station (as per Art.3.2) to its Customers (as defined in the GTCS), the Buyer shall not sell, pledge, transfer the Pay Station to a third party.

3.2. The Buyer acknowledges that the Pay Station is not sold to the Buyer, but the Buyer is granted a non-exclusive, revocable right to either:

- i) deploy the Pay Station in its own business operations in view of enabling EV charging related payment transactions (in that occasion, the Buyer qualifies as the Customer), or,
- ii) distribute the Pay Station to its Customers for the purpose defined in Art.3.2, i), provided however that the Customer shall not be entitled to further distribute, sell, pledge or transfer the Pay Station to a third party. The Buyer shall explicitly impose such restriction on its Customer.

3.4. The Pay Station, including the markings thereon and its associated software, must not be altered, adjusted, modified or otherwise interfered with or tampered with, unless approved by Smappee in writing prior to the modifications being made.

4. PAY STATION SERVICE FEE

4.1. The Pay Station Fee covers i) the Pay Station Services and ii) the right to deploy the Pay Station during the Initial Use Term as stated in the Order. The Initial Use Term defined in the Order starts as of the date of activation of the Pay Station, following a successful KYC screening of the Buyer (or Customer) deploying the Pay Station.

4.2. The Pay Station Fee does not include the costs of transport or insurance and is exclusive of installation costs. The Pay Station Fee is exclusive of VAT. All expenses, fees and taxes due for the subscription, consumption of electricity or for payment services (such as CPO or eMSP services) shall be separately invoiced to the Buyer.

4.3. The Pay Station Fee is non-refundable and upfront payable for the Initial Use Term as defined in the Order. Smappee shall invoice the Pay Station Fee upon delivery (as per Art.2) of the Smappee Pay Station. Invoices shall be payable according to Art.5 of the GCTS, within 30 calendar days as of invoice date.

4.4. Use of the Pay Station by the User after expiry of the Initial Use Term will automatically be renewed, subject to a Pay Station Renewal Fee to be paid. Upon expiry of the Initial Use Term, Smappee shall notify the Customer of any new terms and the amount of renewal fee payable for the renewal term and shall invoice Buyer's Customer directly for such Pay Station renewal fee. In case the Customer does not agree with such Pay Station Renewal Fee, or if the Customer no longer wishes to deploy the Pay Station, the Customer may terminate its use right on the Pay Station in accordance with the terms of the [Platform Terms](#).

5. USE OF THE PAY STATION

5.1. In accordance with the provisions of Art.3.2,ii) the Buyer's entitlement to distribute the Smappee Pay Station is limited to distribution of the Smappee Pay Station to its Customers having placed an order for such Smappee Pay Station with the Buyer for deployment on Customer's premises. The Buyer shall impose the restriction of sales or further distribution of the Smappee Pay Station on its Customer. Further, the Buyer shall inform the Customer of the retention of title on the Smappee Pay Station in favor of Smappee.

5.2. The Smappee Pay Station may only be used for its intended purpose. The Buyer shall treat the Pay Station with the appropriate level of care and use them in accordance with the instructions issued by Smappee and the terminal manufacturer and shall impose such use requirements on its Customers.

5.3. As required by Smappee, the Buyer shall provide all Pay Stations with markings indicating that they are the property of Smappee.

5.4. The Buyer acknowledges that the Pay Station cannot be deployed without Smappee's CPO Services: subscription to the CPO Service package is mandatory for the operation and support of the Smappee Pay Station.

5.5. The Buyer hereby commits to impose the requirement defined in Articles 3.2,ii) 5, 6, 7 and 8 back-to-back on its Customer.

6. PAY STATION DAMAGED, LOST OR STOLEN

6.1. The Buyer shall notify Smappee without undue delay if the Smappee Pay Station is damaged, lost or stolen. The Buyer shall impose this requirement on its Customers when providing them with the Pay Station as per the terms and conditions outlined in 3,2,ii).

6.2. The Buyer shall obtain sufficient insurance coverage to address such risk and will impose the same on its Customers (users) when deploying the Smappee Pay Station on a charging square.

6.3. The Buyer shall be liable for any expenses and damages that Smappee incurs as a result of the Smappee Pay Station being damaged, lost or stolen. In the event of the Smappee Pay Station being lost or stolen, the Buyer shall be invoiced the price of the Smappee Pay Station (as per the sales price list of Smappee that applies at the time of the damage occurring) as well as a processing fee.

6.3. In case replacement of a lost or stolen Smappee Pay Station is needed, Smappee will undertake best efforts to provide the Buyer with a similar pay station in the shortest possible term. Any costs related to the replacement, transport or installation of a new Pay Station are not included in the Smappee Pay Station Fee and shall be invoiced separately by Smappee.

7. REPLACEMENT OF DEFECTIVE SMAPPEE PAY STATION

7.1. During the Initial Use Term, Smappee shall provide the Buyer with a fully functioning and technologically up-to-date Smappee Pay Station complying with applicable standards. Smappee reserves the right to replace the Smappee Pay Station with another equivalent pay station at any time.

7.2. In case the Smappee Pay Station does not function in accordance with the provision of Art.7.1, Smappee shall provide the Buyer with a replacement pay station. The replacement service does not cover a) faults due to an action or negligence in violation of the GTCS or these Specific Terms and Conditions or a Force Majeure event, b) normal wear and tear, or c) repairs due to a fault or an error that has been caused by an external reason, such as an accident, disturbance of electrical or air-conditioning systems, lightning damage, fire, or water damage.

8. RETURN OF THE PAY STATION

8.1. Smappee may rescind the Pay Station Services or CPO Services in case of Buyer's breach of these Specific Terms and Conditions that have not been remedied by Buyer within thirty (30) days as of Smappee's notification of breach.

8.2. In case of termination of the Pay Station Services, the Pay Station must be returned to Smappee by the Buyer at its own expense in good condition to a location specified by Smappee. Until this occurs, the Buyer shall continue to owe the Pay Station Fees becoming due. Detailed information on how to return the Pay Station is available on Smappee's website. If the Buyer fails to return the Smappee Pay Station, Smappee shall be entitled to retrieve the Smappee Pay Station at Buyers' expense or invoice the sales price of the Smappee Pay Station to the Buyer according to the price list.

DEFINITIONS

"Buyer" has the meaning defined in the GTCS.

“Customer” has the meaning defined in the GTCS, more specifically, the ultimate user deploying the Pay Station on its premises.

“Initial Use Term” means, unless otherwise defined in the Order, the 5-year term starting on activation of the Smappee Pay Station, during which the Smappee Pay Station can be deployed.

“Smappee Pay Station” means the hardware device enabling Pay Station Services. The Pay Station can be deployed for the processing of payment transactions in relation to EV charging.

“Pay Station Fee” means the fee due to Smappee as consideration for i) the Pay Station Services provided by Smappee and ii) deployment of the Pay Station at the premises exploited or owned by the Customer (or Buyer, in case of Art.3.2,i).

“Pay Station Services” are the services provided by Smappee consisting of the pay station operation, data management, transaction software and software updates. Pay Station Services do not cover payment services such as CPO, eMPS or split billing services.