

Frame maintenance contract for charging station

(as of January 2023)

1. Subject matter of the contract

- 1.1 The contractual partner operates charging stations owned by them. reev is responsible for maintaining the charging stations.
- 1.2 The charging stations comply with the regulations of the VDE and IEC 61851-1.
- 1.3 reev shall carry out the maintenance work for a fee in accordance with the terms of this contract and in accordance with the currently applicable technical guidelines.
- 1.4 If repair work is carried out by reev on the basis of the maintenance report, this work shall also be carried out in accordance with the currently applicable technical rules and invoiced separately.

2. Type and scope of maintenance

- 2.1 reev's responsibility for maintenance begins at the charging station. The contractual partner is responsible for all upstream maintenance of the systems.
- 2.2 Maintenance serves to assess the actual condition of the charging station and is carried out annually by reev using appropriate testing equipment (e.g. EV tester/simulator). reev shall prepare a maintenance report listing all tests and defects.

Repeat tests must be carried out on the basis of DGUV Regulation 3 in compliance with the currently recognised rules of electrical engineering, in particular VDE 0100-600, VDE 0100-722 and VDE 105-100. The test report must be made available to the contractual partner.

- 2.3 The scope of maintenance is set out in Appendix 1 – Maintenance Costs and the annual fee is shown without any additional costs.
- 2.4 The provision of additional services is not covered by the contract. Additional services include, in particular, replacement of the system, repairs to the system and replacement of parts of the system ("repair services"). Repair services provided by reev require a separate order from reev by the contractual partner.
- 2.5 In the event of imminent danger to the charging station or danger to life and limb, reev shall carry out repair work without separate instruction and against payment at its own discretion, insofar as this is necessary to avert the danger.

3. Performance of maintenance

- 3.1 The contractual partner shall ensure that reev and the persons commissioned by reev to carry out the work are granted access to the charging station(s).
- 3.2 reev shall carry out maintenance work Monday to Friday between 7 a.m. and 6 p.m. The type, scope and timing of the maintenance work shall be determined by reev at its own discretion. reev shall inform the Contractual Partner of a planned appointment at least two weeks in advance, if necessary, and shall determine this in mutual agreement with the Contractual Partner's company or companies. The annual maintenance

shall take place for the first time within 12 months, with a variable factor of 2 months, after installation of the charging stations or after the contractual partner has placed an order by the specified date. The subsequent maintenance shall take place after 12 months, with a variable factor of 2 months.

- 3.3 reev shall document the type, scope and time of the work in an inspection report. The inspection reports for a calendar year shall be provided to the Contractual Partner once a year as a copy for all charging stations. These shall serve as proof of the work performed by reev.
- 3.4 reev shall immediately inform the contractual partner of any damage to and in the charging station, signs of wear and tear and other defects in and on the charging stations that are identified during maintenance.

4. Personnel

- 4.1 reev is entitled to subcontract work to third parties within the scope of maintenance, repair and troubleshooting.
- 4.2 Maintenance, repair and troubleshooting shall be carried out by reev or, in any case, by an installation company listed in a network operator's directory of installers (Section 13 (2) NAV).

5. Remuneration

- 5.1 The fee is £119€ , excluding travel costs, for each AC charging point at a location. The price is valid for maintenance work on 10 or more charging points per location. reev will invoice the contract partner for the fee after the annual maintenance, plus the applicable value added tax.
- 5.2 Repair and troubleshooting measures will be invoiced after completion of the work based on the actual costs incurred. The contract partner will receive a separate invoice for this, which will include the price plus the applicable value added tax.

6. Liability

- 6.1 reev is obliged to observe the applicable accident prevention and other safety regulations.
- 6.2 The contract partner shall be liable in accordance with § 18 NAV for any damage suffered by reev due to breaches of duty by the contract partner within the scope of this contract or within the scope of separate orders due to irregularities in the electricity supply.
- 6.3 reev shall be liable for damage resulting from culpable injury to life, limb or health, as well as for damage resulting from intentional or grossly negligent breach of duty. reev shall also be liable for damage resulting from culpable breach of essential contractual obligations, but in cases of slight negligence, the amount of liability shall be limited to the damage typical for the contract that was foreseeable at the beginning of the contractual relationship.
- 6.4 reev shall not be liable for damage caused by defects that were not apparent during maintenance despite careful inspection.

reev shall ensure that it has adequate public liability insurance and shall provide evidence of this to the location partner upon request.

7. Term

- 7.1 This contract shall enter into force upon commencement of the main framework agreement (framework supply agreement) and shall initially run for a period of 24 months. It shall be extended by a further 12 months unless terminated in writing by one of the parties at least 3 months prior to expiry.
- 7.2 Termination for good cause remains unaffected. reev is entitled to terminate the contract without notice and with immediate effect if there is good cause. Good cause shall be deemed to exist in particular if the contractual partner repeatedly defaults on payment despite reminders.

8. Sanctions/embargoes against a contracting party

In the event that one of the contracting parties is subject to economic, trade or financial sanctions applicable under German or European law or embargoes of the European Union or the Federal Republic of Germany and the respective sanctions or embargo regime sanctions the fulfilment of the contractual obligations owed under the individual contract or the acceptance of the contractually owed service, the other party shall be entitled to terminate this contract extraordinarily without notice. In addition, the contracting party entitled under sentence 1 may refuse to perform the contractually agreed service to the extent and for as long as the applicable sanctions or embargo regime prohibits performance to the other party. This also applies to consideration for a service already rendered by the other party affected by the sanction or embargo, as well as to claims for compensation or repayment asserted by the party affected by the sanction/embargo, insofar as the provision of these services is prohibited under the applicable sanctions or embargo regimes. This also applies to economic, trade or financial sanctions or embargoes imposed by the United States of America, unless this is contrary to the laws of the European Union or the Federal Republic of Germany, in particular Regulation (EC) No. 2271/96.

9. Advertising & Communication

The contractor is only permitted to name the client as a reference customer or disclose the existence of the business relationship to third parties with the prior written consent of the client. Any consent granted is limited to the term of this maintenance contract and may be revoked at any time. Any other publication by the contractor in connection with this contract – in particular its execution and results as well as the circumstances of its handling in word, writing, image or sound – requires the prior express written consent of the client. Furthermore, the contractor is obliged not to comment to journalists, the press, other media or otherwise in public on issues and facts relating to the client without consulting the client.

10. Final provisions

- 10.1 The contracting parties shall be released from their obligations if they are prevented from fulfilling them by force majeure, strikes or circumstances for which they are not responsible or which they cannot reasonably be expected to avert. Each contracting party shall inform the other immediately if such a case arises.
- 10.2 The rights and obligations arising from this contract may be transferred by reev to a third party with the consent of the other party if the third party guarantees that it can fulfil the obligations of the contract. Consent is not required if the third party is an affiliated company within the meaning of Sections 15 et seq. of the German Stock Act (AktG).

10.3 Amendments and additions to this contract must be made in writing or in electronic form. This also applies to the waiver of the agreed form requirement. Any form of electronic signature, i.e. even a simple electronic signature, shall suffice for this purpose.

10.4 The place of jurisdiction for both parties is Munich, Germany.

Appendix 1 – Maintenance costs

Annual maintenance per charging point*

Maintenance of a charging point in a wallbox or column up to 22kW AC, excluding travel to and from the site	<p>Legally required maintenance and function test, per year</p> <ul style="list-style-type: none"> - Annual performance required by law - According to DGUV V3 for e-mobility and DIN VDE 0100-600 - Maintenance of the wallbox - Testing of safety functions - Function test of the software - Creating and implementing the maintenance plan - Creating the required documentation - Cleaning the charging station, including small parts 	119.00 €
Maintenance of a charging point in a wallbox or column up to 300 kW DC, excluding travel to and from the site	<p>Legally required maintenance and function test, per year</p> <ul style="list-style-type: none"> - Annual performance required by law - According to DGUV V3 for e-mobility and DIN VDE 0100-600 - Maintenance of the charging station - Testing of safety functions - Function test of the software - Creation and implementation of the maintenance plan - Preparation of the required documentation <p>Cleaning the charging station, excluding small parts</p>	190.00 €
Travel to and from the site	Flat rate per kilometre for service vehicles or construction vehicles.	3.20

*Price valid for 10-19 charging points. For larger or smaller quantities, the price is available on request.