

Terms and Conditions of the Electric Vehicle Charger Rental



Galiolja nuo 01.12.2023

1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of the Electric Vehicle Charger Rental Agreement ("**General Terms and Conditions**") set out the terms and conditions of the Electric Vehicle Charger Rental Agreement ("**Agreement**") between the Lessee and the Lessor, which forms an integral part of the Agreement.
 - 1.2. The Lessee and the Lessor are hereinafter collectively referred to as **the "Parties"** and individually as a "**Party**".
 - 1.3. The contract consists of the following documents:
 - 1.3.1. Rental offer ("**Rental Offer**");
 - 1.3.2. General conditions;
 - 1.3.3. Price List, which is published on the Enefit website ("**the Price List**" [LINK](#)).
 - 1.4. Under the Agreement, the Lessee:
 - 1.4.1. rent the electric car charger specified in the Rental Offer ("**Charger**");
 - 1.4.2. Rent the necessary equipment (e.g. fuses) for the Charger specified in the Rental Offer;
 - 1.4.3. purchase the equipment required for the Charger specified in the Rental Offer ("**Additional Equipment**").
- For the sake of clarity, these General Terms and Conditions shall govern the contractual relationship between the Parties when the Lessee pays the Lessor for the following (at the Lessee's option) services:
- (1) the Lessee pays for the installation of the equipment in advance and the Lessor rents the Charger to the Lessee for a monthly fee; or
 - (2) The Lessor installs the Equipment and then the Lessee pays the total monthly fee for the installation of the Equipment (payable in instalments) and the Charger.
- 1.5. Hereinafter in the Agreement:
 - 1.5.1. The charger and the equipment referred to in Clause 1.4.2 are collectively referred to as the "**Rental Equipment**";
 - 1.5.2. The Rental Equipment and the Additional Equipment are collectively referred to as "**Equipment**".
 - 1.6. In the event of any conflict between the terms and conditions set out in the Rental Offer and the General Conditions, the Parties shall first comply with the terms and conditions set out in the Rental Offer and then with the General Conditions.
 - 1.7. No later than after the conclusion of the Contract, the Parties shall agree on the time for the installation of the Equipment, which shall not be later than 30 (thirty) calendar days from the conclusion of the Contract, unless the Parties agree on a different time limit.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1 Landlord's rights and obligations:
 - 2.1.1. The Lessor shall carry out the installation of the Equipment specified in the Rental Proposal at the location specified in the Rental Proposal, shall carry out the necessary commissioning and adjustment of the Equipment and shall hand over the Equipment to the Lessee;
 - 2.1.2 The Lessor shall have the right to erect/install ancillary equipment (supports, railings, shelters, etc.) for the installation of the Equipment and shall demolish/remove the erected ancillary equipment after the installation of the Equipment, unless otherwise agreed;
 - 2.1.3 During the installation of the Equipment, the Lessor shall determine the nominal capacity of the Charger according to the parameters provided by the Lessee and, if necessary, link the authorisation card(s) contained in the Charger Kit to the Charger;
 - 2.1.4 The Lessor shall activate a SIM card or network connection to remotely control the Equipment and to use additional features of the Equipment;
 - 2.1.5 After installation of the Equipment, the Lessor shall dispose of all waste (rubbish) generated during the installation of the Equipment;
 - 2.1.6 The Lessor shall maintain and operate the Charger in accordance with the rules approved by the Lessor and the manufacturer's instructions;
 - 2.1.7 In the event of failure of the Charger, the Lessor shall, at the Lessor's expense, restore the Charger to working order or replace the Charger with a working Charger within a reasonable period of time, except as provided in clause 2.2.10, in which case the cost of restoring or replacing the Charger shall be borne by the Lessee;
 - 2.1.8 In order to ensure that the Rental Equipment is in proper working order, the Lessor shall have the right to inspect the condition of the Rental Equipment and to carry out remote maintenance, i.e. monitoring of the Rental Equipment, at any time in order to prevent possible breakdowns of the Rental Equipment and to ensure that the Rental

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- Equipment remains in proper working order;
- 2.1.9 The activities of the Lessor referred to in the Contract shall be carried out by the Lessor or by a person or persons authorised by the Lessor, and the Lessor shall be entitled to engage any subcontractors of its choice for the installation, maintenance, inspection and dismantling of the Equipment.
- 2.2 Tenant rights and obligations:
- 2.2.1 The Lessee shall provide the Lessor with details of the location of the installation of the Equipment and the electrical wiring to which the Equipment will be connected;
- 2.2.2 The Lessee shall ensure that the electrical wiring to which the Equipment will be connected complies with the requirements set out in the Contracts and the legislation;
- 2.2.3 The Lessee shall allow the Lessor to install the Equipment at the installation site specified in the Rental Offer, including providing the necessary access for this purpose. Upon the entry into force of the Contract, the Lessee shall be deemed to have given the Lessor and its authorised representative the necessary consent to the gratuitous use of the installation site of the Equipment and the site adjacent to the installation site for the purposes of the Contract. In the event that the Lessee is not the owner of the Equipment Installation Site, or if there are other owners of the Equipment Installation Site in addition to the Lessee, the Lessee shall obtain all permits and consents necessary for the performance of the Contract prior to commencement of the Equipment Installation. The Lessee shall ensure that the Lessor and its authorised representative have access to the Installation Site and the site adjacent to the Installation Site for the purpose of performing the Contract throughout the Contract Period. In any event, the Lessee shall be solely responsible for obtaining the necessary permits and/or consents or any other action to enable the Lessor to lawfully and unhindered use of the Equipment Installation Site. For the sake of clarity, the Lessor shall not be obliged to verify whether the Lessee's obligations under this clause are fulfilled, i.e. the Lessor shall presume that they have been fulfilled by the Lessee and shall not accept any liability for any failure to fulfil them;
- 2.2.4 The Lessee shall obtain all necessary permits and consents (including building permits, consent of the association of owners of apartment buildings, etc.) required for the installation and use of the Equipment prior to the commencement of the installation of the Equipment. The handover of the installed Equipment to the Lessee shall be recorded in a handover and acceptance certificate. If the Lessee does not sign the handover-acceptance act within 3 (three) working days from the date of submission of the handover-acceptance act and does not submit to the Lessor any reasoned complaints regarding the defects of the Equipment or the installation works of the Equipment, it shall be deemed that the Equipment and the installation works of the Equipment have been duly handed over to the Lessee;
- 2.2.5 The Lessee undertakes to allow the Lessor access to the place of installation of the Equipment for the purpose of maintenance, inspection or dismantling of the Equipment within a reasonable time. The Lessor shall notify the Lessee in advance of the need to maintain, inspect or dismantle the Equipment;
- 2.2.6 The Lessee shall not, without the Lessor's written consent, move, repair, upgrade, dismantle or otherwise modify the Rental Equipment, including the parameters (settings) of the Rental Equipment;
- 2.2.7 The Lessor shall not remove from the Equipment any codes or other identifying information, including, without limitation, any logos, trademarks and similar brand-related marks which are affixed to or form part of the Charger and/or the Equipment;
- 2.2.8 The Lessee undertakes to refrain from any action that may adversely affect the condition of the Equipment and/or its intended use;

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- 2.2.9 The Lessee shall immediately notify the Lessor of any faults, damage and/or other problems with the Equipment known to the Lessee;
- 2.2.10 The Lessee shall be liable for any damage to or destruction of the Equipment caused by the Lessee's acts or omissions. The Lessee shall not be liable for normal wear and tear, deterioration or changes in the condition of the Equipment resulting from the use of the Equipment in accordance with the Agreement;
- 2.2.11 The Lessee undertakes to agree in advance with the Lessor any action that may require the temporary dismantling or removal of the Charger. The dismantling and installation of the Charger shall be carried out by the Lessor or under the supervision of the Lessor. The Lessee shall pay for such work at the Lessor's actual cost;
- 2.2.12 The Lessee shall comply with all reasonable and lawful instructions of the Lessor relating to fire safety and the general rules for the use and maintenance of the Equipment and shall immediately notify the Lessor of any accident, fire, etc. The Landlord shall immediately notify the Landlord of any accident at the place of installation of the Equipment and immediately take measures to prevent damage caused by the accident and to remedy the consequences of the accident;
- 2.2.13 By agreement between the Parties, the Lessee shall have the right to require the Lessor to replace the Equipment with newer Equipment. In the event of a replacement of the Equipment, the Lessee shall pay a replacement fee, the amount of which shall be agreed with the Lessee prior to the replacement of the Equipment.

3. REMUNERATION

- 3.1. The Renter undertakes to pay in accordance with the Rental Offer and Price List:
- 3.1.1. the rental fee, starting from the date of delivery of the Equipment to the Lessee;
- 3.1.2. The cost of additional equipment, if ordered by the Renter;
- 3.1.2.1 The Lessee pays a transport fee (according to the Price List):
- 3.1.2.2. In the case of installation of equipment, if the transport charge is specified in the Rental Offer;

- 3.2.2. in accordance with the Price List:
- 3.2.2.1. if the Lessee (or his/her authorised adult representative) fails to arrive at the place of installation of the Equipment at the agreed time, or if the Equipment could not be installed at the agreed time due to any other reason beyond the control of the Lessee or his/her representative;
- 3.2.2.2. In the case of maintenance of equipment, if such maintenance is not routine;
- 3.2.2.3. In the event of dismantling the equipment.
- 3.2.2.4. If, during the installation of the Equipment, it turns out that the Renter has made a mistake in the information provided in relation to the Equipment or if the Renter changes his mind about the location of the installation of the Equipment, etc., and the installation of the Equipment is delayed as a result thereof, the Renter shall be liable to pay for the costs (e.g. transport costs and hourly labour rate) in accordance with the Price List. If necessary, the Parties shall agree on a new date for the installation of the Equipment, which shall not be later than 30 (thirty) calendar days from the original date of installation of the Equipment, unless the Parties agree on a later date.
- 3.2.2.5 The cost of the standard installation of the Equipment is included in the Rental Fee (unless the Lessee chooses to pay for the installation of the Equipment in advance) and is additionally free of charge if the Lessee uses the Equipment for at least 5 (five) years. The terms and conditions for the standard installation of the Equipment are set out in the Rental Offer. The Lessor may offer different standard installation packages. The standard installation package chosen by the Lessee shall be specified in the Rental Offer. The Landlord shall be entitled to charge an additional fee for additional installation work (including additional materials) which is not included in the standard installation package. The additional installation work and the additional payment for it shall be agreed with the Lessee before the additional work is carried out.
- 3.3 The Lessor shall invoice the rent once a month during the first 12 (twelve) days of the calendar month following the billing period. Unless otherwise agreed, invoices shall be sent to the Tenant's email address. If the Lessee rents a specific Equipment for a period of less than one month, the rental fee shall be adjusted proportionally.
- 3.4 Additional Equipment, additional installation work and transport ordered prior to installation shall be invoiced by the Lessor after they have been ordered by the Lessee.
- 3.5 Additional equipment, additional installation work and other costs that become necessary during the installation shall be invoiced by the Lessor after the installation.
- 3.6 If the Lessee refuses the installation of the Equipment, the Lessor shall be entitled to invoice for the costs already incurred, unless the Lessee refuses the installation of the Equipment prior to the date of installation.
- 3.7 Clauses 3.5 to 3.7 are for information only and do not limit the Lessor's right to invoice later or to re-invoice for late payments.
- 3.8 The Lessee shall pay the invoice to the Lessor's bank account within 14 (fourteen) calendar days from the date of the invoice, unless the Parties agree on a different payment term. If the Lessee uses other services of the Lessor, the charges for all services shall be included in one invoice at the Lessee's request.

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- 3.9 Failure to receive an invoice shall not exempt the Renter from the payment of rent and late payment penalties.
- 3.10 In the event that the Lessee is obliged to make a prepayment, the Lessor shall have the right to refuse to install the Equipment and/or to refuse to hand over the Equipment to the Lessee if the Lessee is in arrears with the payment of invoices.
- 3.11 If the Lessee terminates the Contract within 5 (five) years after the installation of the Equipment, the Lessee shall pay to the Lessor the residual cost of the standard installation of the Equipment, unless the termination of the Contract is caused by a material breach of the Contract by the Lessor. The Residual Price for the installation of the Standard Equipment shall be as set out in the Price List in force at the time of the submission of the Rental Offer.
- 3.12 If the Lessor terminates the Contract within 5 (five) years after the installation of the Equipment due to a material breach of the Contract by the Lessee, the Lessee shall pay to the Lessor the residual cost of the standard installation of the Equipment.
- 3.13 Payments shall be deemed to have been made on the day on which they are credited to the Lessor's bank account. The amount received shall be used first to cover costs incurred (e.g. debt collection costs), then liquidated damages, and only then to cover taxes payable under the Agreement. Fees payable under the Contract which are due earlier shall be deemed to have been paid before fees payable under the Contract which are due later.
- 3.14 Changes in the value added tax (VAT) will result in corresponding changes in the taxes payable under the Contract.

4. OWNERSHIP

- 4.1 The Rental Equipment shall be installed and connected to the Installation Site (the **"Registered Real Property"**) on a temporary basis and shall not become a substantial part of the Registered Real Property or a superficies.
- 4.2 The Lessee undertakes to inform third parties, if necessary, that the Leased Equipment belongs to the Lessor and does not constitute an essential part of the Registered Real Estate or a right of development (superficies).
- 4.3 The Lessee shall be entitled to assign its rights and obligations under the Agreement to third parties (e.g. a new owner of the Registered Property) only with the prior written consent of the Lessor.
- 4.4 Ownership of the Ancillary Equipment shall pass to the Lessee from the moment of transfer of the Ancillary Equipment.
- 4.5 Ownership of the equipment referred to in clause 1.4.2 shall pass to the Lessee upon termination of the Contract, provided that the Lessee has paid all outstanding amounts in accordance with the Rental Proposal and/or the Contract.

5. VALIDITY AND AMENDMENT OF THE CONTRACT

- 5.1. The Contract shall be deemed to have been concluded when the Tenant and the Landlord sign the Contract. The Contract shall be for an indefinite period.
- 5.2. The Lessee shall have the right to terminate the Contract at any time before the installation of the Equipment (without prior notice) by giving written notice to the Lessor. In such event, the fees paid by the Lessee under the Contract shall be refunded to the Lessee.

5.3. After the Rental Equipment has been installed, the Lessee shall have the right to terminate the Agreement in respect of the Rental Equipment by giving the Lessor 30 (thirty) calendar days' written notice.

5.4. A tenant who is a consumer also has the right, without giving notice and without giving a reason, to:

5.4.1. withdraw from the Contract within 14 (fourteen) calendar days of the conclusion of the Contract;

5.4.2. within 14 (fourteen) calendar days of the handover of the Additional Equipment, to refuse to purchase the Additional Equipment.

In any case, by signing the Contract, the Lessee, who is a natural person (consumer), expressly understands that if the Lessor starts the installation work before the expiry of the 14-day withdrawal period, the Lessee may not withdraw from the Contract without consideration, i.e. in such case the Lessee shall be obliged to pay for the work already carried out by the Lessor.

In order to terminate the Contract in accordance with clause 5.4, the Lessee must send the Lessor a statement to that effect by e-mail, which should contain the following information:

"To: Enefit UAB, volt@enefit.lt.

I hereby wish to opt out of the EV charger rental contract / opt out of the purchase of Optional Equipment (specify Optional Equipment).

Customer's name and surname

Customer address

Data".

5.5. The Tenant has the right to terminate the Agreement if the Landlord materially breaches its contractual obligations.

5.6. In the event of termination (including cancellation of the Contract after installation of the Equipment) of the Contract after the installation of the Equipment, the Lessee shall pay:

5.6.1. the rental fee based on the duration of use of the Rental Equipment;

5.6.2. the residual cost of the standard installation of the Equipment, if clause 3.13 or 3.14 applies.

5.7. The Lessor shall have the right to terminate the Agreement by giving the Lessee 7 (seven) working days' notice if:

5.7.1. The Lessor is unable to install the Rental Equipment;

5.7.2. The Lessor is unable to provide the network connectivity required for the Equipment;

5.7.3. The lessee is in material breach of its contractual obligations, e.g. the obligation to pay rent. A material breach of the obligation to pay rent shall be deemed to have occurred if the Lessee is in arrears for 2 (two) consecutive calendar months in the payment of a significant amount of the invoice, or if the total amount of the arrears is equal to 3 (three) months' rent;

5.7.4. the Equipment or any part thereof is destroyed or damaged, including as a result of acts of third parties or force majeure.

5.8. The Lessor also has the right to disconnect the Rental Equipment remotely if the Lessee owes the Lessor.

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- 5.9. Upon termination of the Contract, the Lessor shall dismantle the Charger. The Lessor shall not dismantle the equipment referred to in Clause 1.4.2 of the Agreement upon termination of the Agreement. If the dismantling of the Charger is prevented by circumstances beyond the Lessor's control, the Lessor shall have the right to dismantle the Charger no later than 3 (three) weeks after the circumstances preventing the dismantling have ceased to have an effect on the Charger. Once the Charger has been dismantled, the Lessor shall not be obliged to carry out any repairs at the place of installation of the Charger.
- 5.10. The Contract may be amended in writing, or in a form capable of reproduction in writing, by agreement of the Parties or on such other grounds as may be provided for in the Contract or the General Conditions.
- 5.11. The Lessor shall have the right to unilaterally amend the General Terms and Conditions and/or the Price List (hereinafter referred to as "**Amendments**") by notifying the Lessee by e-mail at least one (1) month prior to the effective date of the Amendments. The above-mentioned notification period shall not apply if the Amendments are minor and/or the Amendments introduce more favourable terms and conditions of the General Terms and Conditions and/or the Price List for the Lessee, and the Lessee may be informed about such Amendments on the Lessor's website.
- 5.12. Changes to the Price List shall be made in the event of a change in the circumstances on the basis of which the price, rate or package of services was determined (e.g., consumer price index, labour or other costs, scope, parameters or content of the service, general market situation, availability of better Equipment and similar circumstances) or other relevant circumstances which make price changes necessary and reasonable.
- 5.13. Amendments to the General Terms and Conditions shall be based on technical or material changes to the Rental Service, including the discontinuation, modification or renewal of a technical solution, the creation of additional or better opportunities for the Lessee to use the Rental Service or the need to clarify circumstances relating to the provision or use of the Rental Service.
- 5.14. If the Lessee does not agree with the Amendments, the Lessee shall have the right to terminate the Contract by notifying the Lessor by e-mail within 1 (one) month from the date of sending the notice of the Amendments to the Lessee. Termination of the Contract shall not relieve the Lessee of the obligation to perform its obligations under the Contract arising prior to the date of termination of the Contract, and the performance of such obligations shall be subject to the General Terms and Conditions and the other terms and conditions of the Contract applicable to the Lessee until that date.
- 5.15. If the Lessee does not terminate the Contract within 1 (one) month of notification of the Amendments, the Lessee shall be deemed to have accepted the Amendments.
- 6. CONFIDENTIALITY**
- 6.1. Confidential information ("**Confidential Information**") shall be deemed to be any information which becomes known to a Party, including a Party's representatives, in the course of the formation or performance of the Contract, irrespective of the form, context or medium in which the information was obtained.
- 6.2. Confidential information does not include information that:
- 6.2.1. notwithstanding any act or omission of the Party (including a Party's representative) receiving the information, is or becomes publicly known without prejudice to the terms of the Agreement;
 - 6.2.2. was in the possession of the receiving Party (including the Party's representative) or came to the Party's lawful knowledge from a source that was not under a duty of confidentiality to the other Party.
- 6.3. The Parties undertake:
- 6.3.1. To keep the Confidential Information confidential during the term of the Agreement and indefinitely thereafter for any reason whatsoever;
 - 6.3.2. Use the Confidential Information solely for the purpose of performing the Agreement.
- 6.4. The Parties shall have the right to disclose Confidential Information to their representatives for the purpose of performance of the Contract provided that:
- 6.4.1. Confidential information shall be disclosed to the Agent only to the extent necessary for the Agent to perform the Contract;
 - 6.4.2. The Party has entered into a confidentiality agreement with the representative;
 - 6.4.3. the representative has been informed of the confidential nature of the Confidential Information.
- 6.5. The Parties shall ensure that the representatives of the Parties comply with the Party's confidentiality obligation under this Agreement.
- 6.6. The parties' representatives are:
- 6.6.1. Employee, member of the governing body of a party, subcontractor;
 - 6.6.2. an employee, member of the governing body, subcontractor of an enterprise belonging to the same group of companies as the Party;
 - 6.6.3. any other natural or legal person acting on behalf of the Party or an enterprise belonging to the same group of companies as the Party.
- 6.7. The Parties shall have the right to disclose the Confidential Information in the cases provided for by law. If a Party is required by law to disclose Confidential Information, it shall use reasonable efforts to give the other Party at least ten (10) Business Days' notice of such disclosure, to limit to the extent possible the amount of Confidential Information to be disclosed, and to disclose the Confidential Information only to the extent that it is required to disclose it under the law.
- 6.8. A Party shall have the right to disclose the fact of conclusion of the Contract.
- 7. LIABILITY OF THE PARTIES**
- 7.1. A Party shall be liable for any damage caused to the other Party as a result of the non-performance or improper performance of its obligations under the Agreement. In the event of a breach of the Contract, a Party shall be entitled to exercise all remedies provided by law and the Contract, provided that such exercise of remedies is not inconsistent with law.

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- 7.2. The Parties shall be liable for the acts and omissions of subcontractors involved in the performance of the Contract as if they were their own acts or omissions.
 - 7.3. A Party shall indemnify the other Party against direct damages caused by a breach of its obligations under the Contract. Loss of earnings and non-pecuniary or other consequential damages shall not be indemnified.
 - 7.4. The Lessor shall not be liable for non-compliance with the agreed deadlines if the non-compliance is due to:
 - 7.4.1. Actions or omissions of the Lessee, including instructions from the Lessee;
 - 7.4.2. delay in applying for and/or obtaining permits and/or general permits required for the installation of the Equipment, which is not due to the Lessor's fault.
 - 7.5. A Party shall be excused from liability for non-performance of its obligations if the breach is due to force majeure. Force majeure shall mean circumstances beyond the control of the Party and which, at the time of the conclusion of the Contract, the Party could not reasonably foresee, avoid or overcome, or the consequences of which the Party could not reasonably be expected to overcome.
 - 7.6. A Party that is prevented from performing the Contract by force majeure must immediately inform the other Party.
 - 7.7. If the Lessee is late in paying an invoice or part thereof, the Lessor shall be entitled to demand:
 - 7.7.1. the Lessee, which is a legal entity, shall be charged interest at the rate of 0.2% of the amount not paid on time for each day of late payment;
 - 7.7.2. to charge the Consumer Tenant interest at the rate of 0.066% on the amount not paid on time for each day of late payment.
- Interest shall begin to accrue on the day following the due date and shall end on the date of payment of the arrears (inclusive).
- 7.8. If the Lessee fails to pay the invoice by the due date, the Lessor has the right to send the Lessee a reminder, the cost of which is specified in the Price List.
 - 7.9. If the Lessor determines that the condition of the Leased Equipment has deteriorated significantly beyond the normal wear and tear of the Leased Equipment or changes in the use of the Leased Equipment in accordance with the Contract, the Lessor shall be entitled to claim from the Lessee the cost of repair of the Leased Equipment. If the Charger cannot be repaired, or if the Charger is lost during the Renter's use of the Charger, or if the Renter fails to return the Charger within a reasonable time after the expiry of the Contract (clause 8.3 of the Contract), the Renter shall be entitled to claim the residual value of the Charger in accordance with the Price List in force at the time of the submission of the Rental Offer. The residual value of the Charger shall decrease in accordance with the Price List for each year of use of the Charger. The compensation for the value of the Equipment referred to in clause 1.4.2 shall be based on the legislation.
- ## 8. RETURN OF EQUIPMENT AT THE END OF THE CONTRACT
- 8.1. The Lessor shall dismantle the Charger no later than 14 (fourteen) calendar days after the end of the Contract, unless the Parties agree on a longer period. The Lessee shall cooperate fully (in particular by providing access to the Charger) to enable the Lessor to dismantle the Charger in a timely manner.
 - 8.2. The return of the charger shall be recorded in a separate document.
 - 8.3. If the Lessee, without a justifiable reason, does not allow the Lessor to dismantle the Charger (e.g., does not allow the Lessor or its representative access to the Charger, otherwise obstructs its dismantling) and does not return the Charger within 50 (fifty) calendar days from the expiry of the Contract, the Lessor shall have the right to claim the residual value of the Charger from the Lessee pursuant to Clause 7.9 of the Contract.
 - 8.4. Clause 8.3 does not limit the Lessee's right to return the Charger 50 (fifty) calendar days after the expiry of the Agreement. In the event of return of the Charger, the Lessee shall be relieved of its obligation to pay the residual value of the Charger in accordance with clause 8.3, but shall be obliged to pay the Rental Fee for the Charger for the period of time during which the Charger has been in the Lessee's possession from the expiry of the Contract to the date of the return of the Charger.
- ## 9. REPORTING
- 9.1. The Lessee shall submit notifications and questions regarding the Agreement to the e-mail address volt@enefit.lt. The Renter shall immediately inform the Lessor of any changes to its contact details.
 - 9.2. In the event of a change of contact persons or their details, the Parties shall not enter into an agreement to amend the Contract, but shall notify each other of such change by email.
 - 9.3. Notices, confirmations, complaints and other information from the Parties under the Contract ("**Notices**") shall be in writing or in a form capable of being reproduced in writing, unless otherwise specified in a particular clause of the Contract.
 - 9.4. Notices shall be deemed to have been duly given if they are in the Lithuanian language and sent by electronic mail, in which case the other Party shall be deemed to have received the electronic mail if it was received between 9.00 a.m. and 5.00 p.m. on a Business Day, or otherwise at 9.00 a.m. on the first Business Day following the day of sending, except where a notice of non-service of the electronic mail was received by the server and the notice was sent to the other Party's electronic mail address or to the electronic mail address of the other Party's contact person.
- ## 10. FINAL PROVISIONS
- 10.1. The Parties confirm that by entering into the Contract they are not in breach of any provisions of any law, statute or regulation applicable to them, or of any obligations assumed pursuant to previous contracts and agreements, and that they have the requisite authority, permissions and competence to enter into the Contract in accordance with the terms, conditions and procedures set out therein.
 - 10.2. Terms and definitions used in the Contract shall have the same meaning in the singular as in the plural and vice versa, unless the context of the Contract requires a different interpretation.
 - 10.3. If any provision of this Agreement is or becomes wholly or partially invalid by reason of inconsistency with the laws of the Republic of Lithuania, the validity of the other provisions of this Agreement shall not be affected. The Parties shall use their best endeavours to replace the invalid provision with a valid provision consistent with the content and purpose of the Agreement.
 - 10.4. If one Party incurs costs (including costs for the assignment of a claim) in order to recover a debt from the other Party, the other Party undertakes to reimburse the other Party for all

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costs incurred in connection with the recovery of the debt. Of the amounts paid to settle the debt, interest/default interest shall be deemed to have been paid first, followed by debt recovery costs (including legal costs) and finally the principal debt.

- 10.5. The Lessor shall process the Lessee's personal data in accordance with the Lessor's Customer Data Processing Policy, which is published on the Lessor's website <https://www.enefit.lt/verslui/elektromobiliu-ikrovimo-stoteles/legal>.
- 10.6. All disputes arising out of the Agreement shall be settled by negotiation between the Parties.
- 10.7. The contract shall be governed by and construed in accordance with the law of the Republic of Lithuania. Matters not covered by the Contract shall be governed by the Civil Code of the Republic of Lithuania and other legal acts of the Republic of Lithuania.
- 10.8. Disputes arising out of the Contract which cannot be resolved by agreement between the Parties shall be settled by the competent court of the Republic of Lithuania according to the address of the Lessor's registered office.

^[1] The price list is published on the Enefit website at [enefit-volt-nuomos-ir-irengimo-kainorastis.pdf](#)