

# Terms and Conditions

## Dynamic Power Solutions

November 2021

### 1. Scope

- 1.1. The General Terms and Conditions of Shell EV Charging Solutions B.V. apply to these Terms and Conditions - Dynamic Power Solutions. The General Terms and Conditions of Shell EV Charging Solutions B.V. can be found on the Website: [www.newmotion.com](http://www.newmotion.com).
- 1.2. Capital terms used in these Terms and Conditions - Dynamic Power Solutions but not defined in these Terms and Conditions - Dynamic Power Solutions shall have the meaning ascribed to them in the General Terms and Conditions of Shell EV Charging Solutions B.V. unless the context requires otherwise.

### 2. Definition

- 2.1. **Dynamic Power Management** is a solution to charge an Electric Vehicle while taking into consideration the energy capacity of the customer's home or building (and any other electrical appliances being used) to avoid risking overload of the (local) grid connection or main supply.
- 2.2. **Dynamic Power Sharing** is a solution that optimises the distribution of electricity available within the energy capacity of the customer's property among multiple connected Electric Vehicles based on type of Electric Vehicle, charging speed, and state of charge.
- 2.3. **Dynamic Power Solutions** means Dynamic Power Sharing and/or Dynamic Power Management together.

### 3. Dynamic Power Solutions

- 3.1. Shell Recharge Solutions provides advice on the probable available energy capacity in the Customers' property based on Shell Recharge Solutions' practical experience. Shell Recharge Solutions does not guarantee that this is also the actual available energy capacity in Customers' property for charging Electric Vehicles. Customer is responsible at all times for determining the actual available capacity for charging Electric Vehicles, as the capacity of the Customer's property may change over time, for example, in case the Customer uses more electrical devices.



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**3.2.** Dynamic Power Solutions can only be installed at a property meeting the relevant requirements and must be capable of connection to an electrical installation meeting the relevant requirements, in accordance with the installation instructions and the applicable legislation and regulations. It is the responsibility of the Customer to ensure that the property meets all relevant requirements. If a property does not meet the relevant requirements, its functionality cannot be guaranteed and can result in the connection being overloaded. Shell Recharge Solutions shall not be liable for any costs or possible damage.

#### **4. Extra Costs**

**4.1.** If an electrician is required for any reason other than to install the Dynamic Power Solutions, those call-out costs and the work carried out shall be invoiced in addition to the standard costs for Dynamic Power Solutions.