

# General Terms and Conditions for Consumers

November 2021

## 1. Scope

- 1.1. To the extent permitted by law, the General Terms and Conditions of Shell EV Charging Solutions B.V. apply to these General Terms and Conditions for Consumers. The General Terms and Conditions of Shell EV Charging Solutions B.V. have been handed over to the Consumer and these General Consumer Terms and Conditions are applicable to distance sales or services via telephone or internet.
- 1.2. Capital terms used in these General Consumer Terms and Conditions but not defined in these General Consumer Terms and Conditions 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. Definitions

- 2.1. **Consumer:** the Customer, being a natural person, not acting in the practice of a profession or the operation of a business.
- 2.2. **Consumer Purchase:** the purchase concluded between Shell Recharge Solutions and a Consumer in relation to one or more Products, being a movable property.
- 2.3. **Distance Contract:** the Contract by which, in the context of a system for the distance sale of Products or the distance provision of Services organised by Shell Recharge Solutions, one or more distance communication techniques, including but not limited to telephony and the internet, are used exclusively up to the conclusion of the Contract.
- 2.4. **Distance Contract for the provision of Services:** the Distance Contract for the provision of Services between Shell Recharge Solutions and a Consumer.

## 3. Non-compliance

- 3.1. A Consumer (before proceeding to return the Product to Shell Recharge Solutions) may report any defects to a Product, or a Product delivered incorrectly, to Shell Recharge Solutions no

later than two (2) months after the delivery via [klantenservice@newmotion.com](mailto:klantenservice@newmotion.com) on pain of forfeiture of the right to complain and return.

#### **4. Tariffs and billing of Products and Services**

- 4.1.** A Consumer can have a direct debit reversed without giving reasons up to 56 days from the collection date. A Consumer has 14 calendar days following the reversal date to pay Shell Recharge Solutions the amount owing, failing which it will be in default with the consequences described in the next subsection.
- 4.2.** If the direct debit cannot take place or cannot take place in full for whatever reason or if the payment by the Consumer does not take place within the payment term laid down by Shell Recharge Solutions, the Consumer is in default by operation of law and without further notice of default and owes (contractual) interest of 1% per month or a part thereof, this part being counted as a whole month. Shell Recharge Solutions is then also entitled to charge the Consumer administrative costs in the amount of not less than EUR 15 ex VAT or, at Shell Recharge Solutions' discretion, to charge the legally permitted extrajudicial collection costs to the Customer, notwithstanding any other claims for compensation Shell Recharge Solutions may have pursuant to Section 6:96 of the Dutch Civil Code.

#### **5. Right of Withdrawal for Consumers**

- 5.1.** The Articles 5, 6, 7 and 8 apply only to Distance Contracts for Products and/or Services concluded between Shell Recharge Solutions and a Customer who is also a Consumer.
- 5.2.** Withdrawal by a Consumer is free of charge, which means that Shell Recharge Solutions does not charge the Consumer any administrative costs or other costs in this regard.

#### **6. Right of Withdrawal for Products**

- 6.1.** In the case of a Consumer Purchase the Consumer has the option to terminate the Contract without giving reasons during the Right of Withdrawal Period, which starts on the day after acceptance of the Product by or on behalf of the Consumer.
- 6.2.** During the Right of Withdrawal Period the Consumer will handle the Product, the parts of the Product, the documentation supplied and the packaging with care. The Consumer will only unpack or use the Product to the extent necessary to decide whether it wishes to keep the Product.
- 6.3.** The Consumer is entitled to test the Product during the Right of Withdrawal Period. In the case of purchase of a Charge Point the Consumer can carry out a test session to verify that the Charge Point is charging the Electric Vehicle. A Charge Point does not have to be installed for it



# newmotion®

A Member of the Shell Group

to be tested. The result of use of a Product involving more than the testing of the Product is that Product use exists, consequently the Consumer's right of withdrawal lapses. In the case of a Charge Point use exists, and the right of withdrawal therefore lapses, if the Consumer has had the Charge Point installed.

- 6.4.** The right of withdrawal also lapses if the Consumer damages the Product.
- 6.5.** A Consumer wishing to exercise its right of withdrawal must contact Shell Recharge Solutions by email to [klantenservice@newmotion.com](mailto:klantenservice@newmotion.com) within the Right of Withdrawal Period. The Customer must then return the Product to Shell Recharge Solutions to the address given by Shell Recharge Solutions for this purpose, with all the accessories supplied, in the original packaging and (optionally) with signed model form within 14 days.
- 6.6.** The costs of returning the Product are for the Customer's account.
- 6.7.** As soon as the returned Product has been received by Shell Recharge Solutions or as soon as the Customer has shown that it has returned the Product to Shell Recharge Solutions, Shell Recharge Solutions will refund the amount paid by the Customer within 14 calendar days. Shell Recharge Solutions is entitled to charge the Customer any reduction in value of the Product if the Product has been damaged through the actions of the Customer.
- 6.8.** The right of withdrawal is excluded if the Product has been made to the Customer's specifications (customisation).

## **7. Right of Withdrawal for Subscriptions**

- 7.1.** A Consumer may terminate a Subscription within the Right of Withdrawal Period, starting on the day after its conclusion, in writing and without any obligation by means of an email to this effect to [klantenservice@newmotion.com](mailto:klantenservice@newmotion.com).

## **8. Right of Withdrawal for Other Services**

- 8.1.** When concluding a Distance Contract for the provision of Other Services the Consumer has the option to terminate the Contract without giving reasons within the Right of Withdrawal Period, starting at the point that Shell Recharge Solutions has informed the Consumer by email that the order has been accepted for processing.
- 8.2.** A Consumer wishing to exercise its right of withdrawal from Other Services must contact Shell Recharge Solutions to this end within the Right of Withdrawal Period by email to [installations.nl@newmotion.com](mailto:installations.nl@newmotion.com).

- 8.3. If the Consumer has already used the Service, then it is obliged to pay a proportionate part for it.
- 8.4. Shell Recharge Solutions will refund the amount paid by the Customer within 14 calendar days of the withdrawal, subject to offsetting of the payment for use, where relevant.
- 8.5. The right of withdrawal for Other Services lapses if the Contract to provide the Services has already been fulfilled by Shell Recharge Solutions and (a) this fulfilment started with the express prior agreement of the Consumer and (b) the Consumer has declared to waive its right of termination as soon as the provision by Shell Recharge Solutions has been fulfilled.

## 9. Complaints procedure

- 9.1. Complaints, which cannot be solved in mutual agreement, are to be addressed to Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will mediate free of charge.
- 9.2. If after this a solution has not been found, the Customer must address the complaint to De Geschillencommissie ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)). Its decision is binding and both Shell Recharge Solutions and the Customer agree with this decision. Costs are associated with submitting a complaint to this complaints' board, which need to be paid by the Customer to the board. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).
- 9.3. These General Terms and Conditions for Consumers are governed by Dutch law. Any disputes connected with them and/or resulting from them must be submitted exclusively to the competent court in Amsterdam.