

General terms and conditions for the construction, support and optional operation of charging infrastructure by Post Company Cars Ltd**1. Scope of application**

These terms and conditions (hereinafter GTC) govern the business relationships between the CUSTOMER and Post Company Cars Ltd (Stöckackerstrasse 50, 3030 Bern, Switzerland) in relation to the construction, support and optional operation of charging infrastructure at the CUSTOMER'S company premises and/or at the residence/domicile of its employees. The GTC shall be accepted by the CUSTOMER and shall enter into force with the signature of the contractual documents. The CUSTOMER is also obliged to ensure that its employees comply with these GTC if they have an infrastructure at their residence/domicile that was constructed or is operated by Post Company Cars Ltd.

References to persons refer to individuals of all gender identities as well as to more than one person.

2. Scope of services**2.1 General**

The construction (planning, project planning, implementation and commissioning), support and optional operation of charging infrastructures are services provided to the CUSTOMER, including its employees, whose fleet is managed by Post Company Cars Ltd. The number of selected fleet management modules is therefore insignificant. The provision of services related to construction (planning, project planning, implementation and commissioning) and support is subject to a strategic partnership between Post Company Cars Ltd and BKW Smart Energy & Mobility AG, which acts on behalf of and is commissioned by Post Company Cars Ltd. For the CUSTOMER, Post Company Cars Ltd is the only contractual partner for the construction (planning, project planning, implementation and commissioning), support and optional operation of charging infrastructure.

2.2 Construction (planning, project planning, implementation and commissioning) of charging infrastructure for electric vehicles at the CUSTOMER's company premises and at the residence of its employees

Preliminary clarification:

- Main target group: company premises (one or more charging stations): location check/technical clarifications (evaluation of current situation) at the CUSTOMER'S premises, provision of advice regarding possible infrastructure solutions, preparation of a concept and offer and illustration of expansion options.
- Main target group: residence of employees of the CUSTOMER (max. one charging station): digital check/technical clarifications (evaluation of current situation) online by the CUSTOMER or its employees with a self-explanatory tool in any Internet browser OR location check on request. The CUSTOMER can then request the next steps: quick check at the residence itself to verify the responses regarding technical correctness and, if necessary, to determine the details thereof, provision of advice on possible infrastructure solutions, preparation of a concept and offer and illustration of expansion options.

Order placement:

- Post Company Cars AG shall draw up an individual contract (EV) for the construction of each charging station. The EV is signed by Post Company Cars AG and the CUSTOMER, so that the order is hereby placed in a legally binding manner. The CUSTOMER'S employees sign the individual contract for their domicile and thus agree to these GTC.

Once an order has been placed by the CUSTOMER, the next steps are planning, project planning and implementation (installation/construction):

- Preparation of project documentation for construction and installation
- Execution of an approval procedure/obtaining permission from the local network provider and all other necessary permits and authorizations for the installation and operation of the charging infrastructure. The approval documents shall be prepared by Post Company Cars Ltd for the CUSTOMER and/or its employees on the basis of the information provided. The CUSTOMER and/or its employees undertake to ensure that the content of the approval documents is correct and amend any inconsistencies, to sign the documents necessary for the implementation of the charging infrastructure with a legally valid signature and submit them to the licensing authority themselves or send them to Post Company Cars Ltd, which can submit these on their behalf as a mail carrier. The CUSTOMER and/or its employees subsequently assume the role of requesting person/entity. Authorization does not need to be obtained for Post Company Cars Ltd.
- Planning and management of the entire construction project, including coordination of any subcontractors for activities such as:
 - Preparatory work: clearing, stabilization and reinforcement, demolition, disposal, utility line decommissioning, construction site installation
 - Establishing utility line connections, including shafts, road maintenance, sewage systems, etc., including fees
 - Work on the surrounding area, including ground shaping, paths and squares, fencing, bicycle and waste disposal facilities, installations, landscaping, all including fees
 - Temporary measures: barriers, dust screens, etc. required during the construction period
- Provision of charging infrastructures, including the necessary accessories
- Installation of the ordered hardware, including provision of instructions for its use

to the CUSTOMER and/or its employees.

2.3 Support in relation to the charging infrastructures for electric vehicles installed at the CUSTOMER's company premises and at the residence of its employees

During office hours, the CUSTOMER and/or its employees shall be entitled to support with regard to the contractually agreed charging infrastructure provided by Post Company Cars Ltd:

- 1st Level Support via telephone or e-mail
- 2nd Level Support in person

2.4 Optional: operation of the charging infrastructure by Post Company Cars Ltd in the "be.ENERGISED" backend system

The optional operation of the charging infrastructure by Post Company Cars Ltd comprises the following services for the CUSTOMER:

- In addition, after the ordered hardware has been installed, it shall be commissioned and opened in the "be.ENERGISED" backend system.
- The operation of the charging infrastructure by Post Company Cars Ltd enables the use of the complementary Post Company Cars Ltd product "Access and invoicing solution" (see GTC "Access and invoicing solution").
- Thanks to operational insight into the current live situation, additional support options are available within the scope of 1st Level Support.

Order placement:

- Only one framework agreement is required for each CUSTOMER, which is valid for the charging infrastructure at the company premises and for stations installed at the residence/domicile of employees. Based on the framework agreement, any number of charging stations can be operated at the premises of the CUSTOMER and/or its employees at the same time or at a later date, subject to a series of individual agreements.
- If the CUSTOMER wishes the charging station to be operated by Post Company Cars AG, Post Company Cars AG will draw up a single service agreement (SLA) for the CUSTOMER and an individual operating agreement (OP) for each charging station. The DLV and EV(s) shall be signed by Post Company Cars AG and the CUSTOMER so that the order is hereby placed in a legally binding manner.

2.5 Documentation

All documents pertaining to the planning, project planning, implementation (installation/construction) and commissioning of the charging infrastructures (in particular updated plans and/or sketches and documents as well as commissioning logs) shall be handed over to the CUSTOMER after the works have been completed. The CUSTOMER is the owner of these documents. Post Company Cars Ltd and its subcontractors shall be granted the right to duplicate these documents for the purpose of providing 2nd Level Support.

3. Dates and deadlines**3.1 Location check, charging infrastructure concept, offer**

The location check at the premises of the CUSTOMER and/or its employees is usually scheduled to be carried out within ten working days of the request being submitted.

The infrastructure concept, including the offer, is usually sent to the CUSTOMER within ten working days of the performance of the location check at the company premises or the home check at the residence/domicile.

If more extensive clarifications are deemed necessary during the site inspection, such as a load profile measurement or a check with the local electricity supplier due to the power currently available, these deadlines may be extended. This decision shall be taken by Post Company Cars Ltd.

3.2 2nd Level Support

2nd Level Support shall be provided by a technician on site at the premises of the CUSTOMER and/or its employees as soon as possible, albeit within the standard service hours of a given working day, usually no later than 48 to 72 hours (two to three working days) after submission of the incident report; these times cannot, however, be guaranteed.

4. Cooperation obligations of the CUSTOMER

The CUSTOMER and/or its employees undertake to provide up-to-date and complete versions of the documents listed on the order form at the location check. This includes (but is not limited to): location map, power distribution diagram, documents/plan data (electrical), current insurance policies, utility line plans for the site (if the charging infrastructure is to be installed outdoors). The CUSTOMER and/or its employees must also ensure that all relevant building areas, including electricity access points, are freely accessible during the location check and throughout the implementation phase of the charging infrastructure.

5. Deactivation of the charging infrastructure during operation

Post Company Cars Ltd reserves the right to deactivate the charging infrastructure in the "be.ENERGISED" backend system at any time if the CUSTOMER fails to comply with the contractual provisions. After the situation has been resolved, the charging infrastructure can be reactivated in the backend system by mutual agreement between Post Company Cars Ltd and the CUSTOMER.

6. Pricing and payment methods

The location check on site is free of charge, provided the CUSTOMER grants the work order for the implementation of the project; otherwise the latter shall owe Post Company Cars Ltd a flat fee in accordance with the signed order form. The digital check is free of charge. Any steps required subsequent to the digital check are free of charge, provided the CUSTOMER grants the work order for the implementation of the project; otherwise the latter shall owe Post Company Cars Ltd a flat fee in accordance with the signed order form.

One-off costs shall be incurred in association with construction (including planning, project planning, implementation and commissioning) and, if the customer opts to have the charging infrastructure operated by Post Company Cars Ltd, this shall be subject to recurring costs to be approved by the CUSTOMER in writing in the relevant individual agreement. Post Company Cars Ltd shall invoice the CUSTOMER for all construction (planning, project planning, implementation and commissioning), support and operating costs incurred during the period under review. Post Company Cars Ltd reserves the right to carry out a creditworthiness check or to have one carried out by a third-party company. The calculated cost amount for the construction (including planning, project planning, implementation and commissioning) of the charging infrastructure listed in the offer is based on a high level of expertise, accuracy and diligence. An individual agreement shall be drawn up on the basis of the offer. The price could, however, end up being higher than specified in the offer due to certain fluctuations, e.g. official regulations, the planned number of hours, etc. Unless otherwise stipulated in the individual agreement, the CUSTOMER shall be liable for additional costs in the maximum amount of 10% of the price pursuant to the individual agreement. Additional costs exceeding this 10% limit will not be charged to the CUSTOMER.

1st Level Support shall be provided to the CUSTOMER and/or its employees free of charge. 2nd Level Support on site shall be provided free of charge, provided this support concerns warranty claims; otherwise the CUSTOMER will be charged according to the conditions specified in the support order confirmation and approved by the CUSTOMER in advance.

Unless specified otherwise, invoices issued by Post Company Cars Ltd are payable within thirty days of receipt of the invoice by the CUSTOMER. Any reminders and default interest incurred as a result of outstanding payments will be charged to the CUSTOMER in addition to further collection costs (see list of fees, which can be accessed at postcompanycars.post.ch/en/service/download-center). Post Company Cars Ltd reserves the right to assign unpaid invoice amounts to a firm charged with collection in the event that the reminder is not acted upon.

7. Transfer of ownership and warranty

7.1 Provision including construction (planning, project planning, implementation and commissioning) of the charging infrastructure

In accordance with the contract, ownership of the charging infrastructure and thus the benefit and risk thereof shall be transferred to the CUSTOMER as soon as the entire charging infrastructure has been installed at the company premises; if the CUSTOMER has opted to have the charging infrastructure operated by Post Company Cars Ltd, ownership shall be transferred in accordance with the written acceptance protocol once the infrastructure has been put into operation.

In accordance with the contract, ownership of the charging infrastructure, and thus the benefit and risk thereof, shall be transferred to the CUSTOMER's EMPLOYEES as soon as the entire charging infrastructure has been installed at the residence/domicile of the individual concerned; if the CUSTOMER has opted to have the charging infrastructure operated by Post Company Cars Ltd, ownership shall be transferred to said EMPLOYEES in accordance with the written acceptance protocol once the infrastructure has been put into operation.

Within the framework of the acceptance protocol, the CUSTOMER and/or its employees shall be briefed on the most important functions and the correct handling of the infrastructure. The warranty period is five years from acceptance or transfer of ownership.

7.2 Provision of the charging infrastructure without construction services

With the purchase of the charging infrastructure (without construction services), ownership thereof, and thus the benefit and risk associated therewith, shall be transferred to the CUSTOMER and/or its employees in accordance with the contract as soon as the charging infrastructure has been handed over at the destination (company premises or residence/domicile of employees). The CUSTOMER and/or its employees undertake to examine the charging infrastructure without delay and to report any defects. A written acceptance protocol shall be drawn up upon handover. The warranty period in the case of handover without installation is two years from the handover date.

7.3 Common provisions

Any defects to the charging infrastructure identified during the warranty period shall be reported to Post Company Cars Ltd by the CUSTOMER and/or its employees within a reasonable period of time of them being discovered.

8. Liability

Within the scope permitted by law, Post Company Cars Ltd does not accept any liability for damage or loss as the result of incidental or ordinary negligence.

To the extent permitted by law, Post Company Cars Ltd particularly does not accept liability for direct, indirect or consequential damage such as loss of profit, loss of data, transmission errors, technical faults, disruptions or interruptions in the operation of the charging infrastructure, reputational damage or force majeure (epidemics, pandemics, natural disasters, etc.).

Post Company Cars Ltd shall also not be liable for the network provider.

Post Company Cars Ltd does not accept any liability for damage or loss caused by auxiliary staff and third parties it engages (e.g. subcontractors, suppliers, etc.) which result from incidental or ordinary negligence.

Personal injury claims remain reserved.

9. Data protection

9.1 General

Post Company Cars Ltd observes the provisions of Swiss data protection legislation when recording and processing personal data. Post Company Cars Ltd processes and stores data which is necessary and required for business transactions. It safeguards customer data with suitable measures and treats it confidentially.

Post Company Cars Ltd collects, processes and stores personal data to the extent necessary to provide its services, for the security of operations and infrastructure, for invoicing and to manage and maintain customer relationships so as to ensure a high quality of service. Post Company Cars Ltd also processes data recorded and stored in the application in an anonymized, non-personal form in order to generate statistics on an automated basis, to conduct analyses or to generate forecasts about system capacity utilization, usage and prediction of availabilities or energy consumption. The CUSTOMER and/or its employees agree that Post Company Cars Ltd can make personal data evaluations (e.g. query statistics, evaluations of log files, etc.). More information about the use of data can be found in the separate data protection regulations at www.postcompanycars.post.ch.

9.2 Rights of data subjects

The CUSTOMER and/or its employees may request information on the processing of their personal data. The CUSTOMER and/or its employees have the right to have their data deleted or destroyed. The CUSTOMER and/or its employees may forbid or block the processing of their data, provided it is not necessary to render the services they have requested. This also applies in particular to the disclosure of their data to third parties. The CUSTOMER and/or its employees have the right to have incorrect personal data corrected. If neither the correctness nor the incorrectness of the data can be determined, they may request that a note of objection be added. If the CUSTOMER and/or its employees have expressly consented to further data processing, they may revoke this at any time. The legality of the data processing for the entire duration of the consent is not affected by this.

All legal provisions which oblige or entitle Post Company Cars Ltd to process or disclose data remain reserved. If the deletion of the data is not permitted for legal reasons, the data will be blocked instead of deleted.

To assert their rights as data subjects, the CUSTOMER and/or its employees must contact the following address in writing along with a copy of their passport or ID card:

Post Company Cars Ltd
Stöckackerstrasse 50
3030 Bern, Switzerland

9.3 Involvement of third parties (data processors)

Post Company Cars Ltd may involve third parties to render services and make the necessary data accessible to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as Post Company Cars Ltd itself and may – subject to differing legal regulations – not process the data for its own purposes and only on behalf and on the instructions of Post Company Cars Ltd. Post Company Cars Ltd undertakes to select, instruct and monitor such service providers in a prudent manner.

The data processors may also be domiciled abroad. Post Company Cars Ltd guarantees that the data processors will apply appropriate data protection in the destination country.

10. Effective date and amendments to the GTC

In accordance with Section 1 "Scope of application", these GTC shall be accepted and shall enter into force with the signature of the order by the CUSTOMER and/or its employees.

Post Company Cars Ltd can amend the GTC at any time and can modify or stop the service. Except in the case of urgency, the amendments shall be announced in a suitable manner beforehand. In the absence of written objection within one month of notification, the amendments shall be deemed to have been approved. In the case of objection, the CUSTOMER shall be free to terminate the business relationship with immediate effect.

11. Duration and termination

The optional operation of the charging infrastructure is a contractually indefinite service and can be terminated by either party in writing. The notice period applicable to the CUSTOMER is one month, effective at the end of a calendar month, and for Post Company Cars Ltd, this is six months, effective at the end of a calendar month.

Should the fleet management relationship between the CUSTOMER and Post Company Cars Ltd end, the optional operation of the charging infrastructure shall also cease by no later than the last day of the fleet management relationship. The CUSTOMER undertakes to inform Post Company Cars Ltd of its own accord of the ICCID of the charging stations concerned at least one month prior to the expiry of the fleet management relationship. In the event of default or delay, the CUSTOMER shall be charged for any costs incurred beyond the end of operations.

Should the employment relationship end between the CUSTOMER and its employees who have charging infrastructures installed at their residence/domicile, which are operated by Post Company Cars Ltd, the operation of the charging infrastructure shall cease accordingly by no later than the last day of the employment relationship. The CUSTOMER undertakes to terminate the operating contract pertaining to the charging station concerned at least one month prior to the expiry of the employment relationship vis-à-vis Post Company Cars Ltd and to inform the latter of the relevant ICCID in the process. In the event of default or delay, the CUSTOMER shall be charged for any costs incurred beyond the end of operations.

The contractual relationship may be cancelled with immediate effect at any time if the CUSTOMER and/or its employees repeatedly breach their contractual obligations despite having received a warning from Post Company Cars Ltd, or for any other compelling reason.

Within 14 days of the end of operations, the CUSTOMER and/or its employees are obliged to remove the SIM card from the charging station and send it to Post Company Cars Ltd.

12. Severability clause

Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the parties shall undertake to immediately replace the provision in question with an admissible effective provision which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.

13. Applicable law and place of jurisdiction

The contract is governed by Swiss law. The UN Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) shall not apply. The place of jurisdiction is Bern. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Swiss Civil Procedure Code for consumers).

14. Legal form of publication

The legally binding GTC which constitute an integral part of the contract are published electronically and can be viewed at postcompanycars.post.ch/en/service/download-center.