

General terms of use for electric vehicle (EV) charging stations

Preamble

The company NürnbergMesse GmbH (hereinafter “NürnbergMesse”) provides EV charging stations on the grounds of its exhibition venue. The charging stations can be used together with a QR code / NFC chip (ad-hoc charging) or an RFID card (roaming partners).

1. Authorised users

- 1.1 The EV charging stations provided by NürnbergMesse may only be used by the exhibition venue’s exhibitors, visitors, employees and suppliers (hereinafter “User(s)”).

2. Use of the EV charging stations and payment via QR code / NFC chip and RFID card

- 2.1 NürnbergMesse makes a number of EV charging stations available to the User. These can be found in the following locations: *Süd* parking deck, *Süd Ost 2* car park, *VIP Mitte* car park, *Rotunde* visitor car park and the multi-storey car park. Upon registering at the respective EV charging station, the User automatically enters into a contract with NürnbergMesse.
- 2.2 QR Codes / NFC chips and RFID partner cards may only be used in accordance with the provisions of these terms of use.
- 2.3 The User is authorised to charge their electric vehicle at the EV charging stations provided by NürnbergMesse using their RFID partner card, QR Code or NFC chip. Please also refer to item 4.2.
- 2.4 The User has to authenticate themselves at the EV charging station before the station can be activated and charging initiated. This requires the User’s contactless RFID card, QR code or NFC chip and is shown on the charging station’s display panel.
- 2.5 After successful authentication at the EV charging station, the caps covering the connection panel are unlocked, enabling the User to connect their vehicle to the charging station using a charging cable. Once charging begins, the charging cable plug is locked in the charging station.
- 2.6 To finish charging, the User must either authenticate themselves again at the EV charging station or terminate the charging process from their vehicle.

Charging is then discontinued and the charging cable connected to the EV charging station is unlocked.

- 2.7 The User is responsible for taking all the necessary precautions to ensure the safe keeping and use of the RFID card, NFC chip or QR code. In particular, the RFID card and NFC chip should be kept in a safe place to prevent them from falling into the hands of a third party.
- 2.8 The User shall be liable for any and all transactions carried out using a lost, stolen or otherwise misplaced RFID card and/or NFC chip until NürnbergMesse receives notification of this loss from the User.
- 2.9 The final invoice amount will be collected via a billing service provider.

3. Prices

- 3.1 The EV charging stations are billed based on actual use. The prices can be found in the registration window shown by direct-payment partner MENNEKES Digital Services GmbH or in the tariff agreed with your roaming partner. NürnbergMesse reserves the right to make price adjustments at its reasonable discretion.
- 3.2 The parking fees levied by NürnbergMesse shall remain unaffected by this.

4. Use of the EV charging station, safety precautions

- 4.1 The User undertakes to exercise care and caution when using the EV charging station.
- 4.2 The EV charging station shall be used for the sole purpose of charging electric vehicle batteries.
- 4.3 Prior to charging, the User must ensure that the electric vehicle to be charged is suitable for use with the EV charging station. Only certified electric vehicles that have been approved for the designated charging voltage may be connected.
- 4.4 Each EV charging station is equipped with two charging units. Each of these units has a Mennekes Type 2 connector.
- 4.5 Before using the EV charging station, the User should first check that there are no signs of external damage. The User may only connect their vehicle to the EV charging station using a charging cable that is compatible with their vehicle, free from defects and in an undamaged condition. Should any defects or damage be identified, the User is to neither start nor continue use of the EV charging station.

The User must report any defects without undue delay by calling the NürnbergMesse service number found on the EV charging station.

- 4.6 The User is responsible for the functioning condition of their charging equipment (e.g. the battery, the charging cable and any relevant accessories). Only certified and approved accessories that comply with the generally recognised codes of practice may be used.

5. Personal data

- 5.1 The User's personal data is collected by the billing service provider (MENNEKES) and used for billing-related processes.
- 5.2 All personal data accumulated as part of the user relationship (e.g. credit card number, expiry date, CVC, first name, surname, e-mail address) is collected, processed and/or used by MENNEKES Digital Services GmbH in accordance with the regulations of data protection law for the purposes of processing contracts and billing for services rendered [and, where applicable, for responding to enquiries, carrying out quality assurance measures and maintaining the data of existing and new customers].

The controller, as defined by Art. 4 (7) of the EU General Data Protection Regulation (GDPR) is

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The data protection officer can be contacted at datenschutz@mennekes.de (or using the postal address provided above with “Data Protection Officer” as the addressee). Further information on data protection and your rights can be found at: <https://www.mennekes.org/privacy/>

6. Maintenance and repair

NürnbergMesse is responsible for maintaining and repairing the charging, maintenance and related infrastructure pertaining to the EV charging stations. NürnbergMesse is entitled to take into account any costs accrued in this regard when setting its prices pursuant to item 3.1 and to apportion these costs among the Users.

7. Liability

- 7.1 In the event of interruptions or irregularities affecting the charging service, NürnbergMesse is exempted from the duty to perform where such interruptions or irregularities are the result of a disruption to grid operation and/or grid connection. The same shall apply if NürnbergMesse is prevented from supplying power due to force majeure or for other circumstances that NürnbergMesse is unable to or cannot be economically expected to remedy.
- 7.2 In the event of damage caused by other means, NürnbergMesse shall be liable in cases of intent and gross negligence, also on the part of its agents, in accordance with the statutory regulations. The same shall apply to damage caused by negligence arising from injury to life, limb or health. In the case of property and pecuniary damage caused by negligence, NürnbergMesse and its agents shall be liable only if a substantial contractual obligation is breached; this shall however be limited in amount to damage that is foreseeable and deemed typical of the contract at the time the contract is concluded.
- 7.3 The User shall be liable for damage they have culpably caused through the improper use of the EV charging station.
- 7.4 NürnbergMesse has no obligation to make a sufficient number of EV charging stations available to the User.

8. Offsetting, right of retention, assignment

- 8.1 The User shall be entitled to rights of offsetting and retention only if their counterclaims are uncontested or have been affirmed by a final and non-appealable judgement. Moreover, a right of retention exists only if a counterclaim is based on the same contractual relationship as the claim asserted by NürnbergMesse.
- 8.2 The rights of the User arising from this contractual relationship may only be assigned with the prior written consent of NürnbergMesse.

9. Final provisions

- 9.1 The law of the Federal Republic of Germany shall apply.
- 9.2 The courts in Nuremberg, Germany, are responsible for any and all disputes arising from and in connection with these general terms of use for electric vehicle charging stations, provided such disputes concern commercial contractual parties.
- 9.3 Amendments and supplements to these general terms of use for electric vehicle charging stations must be made in writing. The same also applies to the suspension of the written form requirement.
- 9.4 Should a provision of the general terms of use for electric vehicle charging stations be or become invalid, this shall not affect the validity of the remaining terms of use. Instead, the User undertakes to replace the void provision with a valid provision which comes as close as possible to the purpose of the invalid provision.

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