

TERMS AND CONDITIONS OF USE FOR MERIDIAN ELECTRIC VEHICLE CHARGING STATIONS

Meridian Energy Limited (*Meridian*)

Introduction

These terms and conditions govern your use of Meridian's EV Charging Stations. By using a Meridian EV Charging Station, you agree to be bound by these terms.

If you are not the owner of the EVehicle and you wish to recharge at one of Meridian's EV Charging Stations, you warrant that the owner has authorised you to use one of Meridian's EV Charging Stations and, by connecting the EVehicle to the Meridian EV Charging Station, you have authority to bind the owner to these Terms and Conditions.

Definitions and Interpretation

In these terms and conditions:

EVehicle means a motor vehicle, regardless of whether it is owned by you, that is a battery electric vehicle or a plug-in hybrid electric vehicle, in each case which is registered for use on New Zealand roads;

Meridian, our, us or we means Meridian Energy Limited;

Meridian EV Charging Station means any Meridian owned and branded EVehicle charging station; and

You or your means both the person using the Meridian EV Charging Station and the owner of the EVehicle.

Change of Terms and Conditions

Meridian may amend these terms and conditions from time to time. Each time you use a Meridian EV Charging Station you agree to be bound by the then current terms and conditions, as published on Meridian's website (meridian.co.nz/evterms).

Our Services

On occasion, we may make Meridian EV Charging Stations available for use by you to charge your EVehicle. We reserve the right, at our absolute discretion and at any time, to refuse or suspend access to any or all Meridian EV Charging Stations to any person (including but not limited to any person found in breach of these terms and conditions).

We do not guarantee, and are under no obligation to ensure, the availability, or compatibility of any Meridian EV Charging Station with your EVehicle, or the performance of Meridian EV Charging Stations. We reserve the right, in our absolute discretion, to control the electricity supply to, or the output (if any) of, Meridian EV Charging Stations at our convenience.

We will use reasonable endeavours to keep Meridian EV Charging Stations free from any faults, errors or defects. If there are any faults, errors or defects, or you have any issue with any Meridian EV Charging Station, please contact us. You can call us on **0800 496 777**.

Your usage

Your use of a Meridian EV Charging Station must be fair, reasonable and not excessive. We reserve the right to immediately suspend, modify or restrict your access to any or all Meridian EV Charging Stations, if we consider your use to be in breach of this clause.

If your EVehicle is compatible with Meridian EV Charging Stations, you agree to use, or attempt to use Meridian EV Charging Stations only to charge your EVehicle.

If your EVehicle is not compatible with Meridian EV Charging Stations, you agree that you will not use or attempt to use Meridian EV Charging Stations to charge your EVehicle.

If your use of a Meridian EV Charging Station is for the purposes of a business, you agree that, to the maximum extent permitted by law, the Consumer Guarantees Act 1993 does not apply.

The Meridian EV Charging Station may itself collect certain statistical information concerning the use of the Meridian EV Charging Station. You agree that Meridian may collect such information so that Meridian may use it in the course of Meridian's business, including direct marketing activities.

Your obligations

When using Meridian EV Charging Stations, you agree to comply with your obligations under the Health and Safety at Work Act 2015 and any other relevant regulations. In particular, you agree to:

- (a) exercise all reasonable care for your health and safety;
- (b) take reasonable care that your acts or omissions do not adversely affect the health and safety of others; and
- (c) comply, as far as you are reasonably able to, with any reasonable instruction that is given by Meridian. (Any reasonable instruction includes, but is not limited to, the relevant EVehicle owner's manual, and the instructions for use which are set out at Meridian's EV Charging Stations or on our website (which may be amended by Meridian from time to time)).

You warrant to us that:

- (a) your EVehicle has a current warrant of fitness and registration;
- (b) you have read the relevant instructions set out at the Meridian EV Charging Station; and
- (c) the EVehicle does not present any danger or risk to other vehicles or persons or the Meridian EV Charging Stations.

Where you are not the owner of the EVehicle accessing the Meridian EV Charging Stations, you warrant that:

- (a) you are authorised by the owner of that EVehicle to use the Meridian EV Charging Stations; and
- (b) you have authority to bind the owner to these terms and conditions.

You acknowledge that we are not supervising your use of the Meridian EV Charging Stations and that you are undertaking such use at your own risk.

Privacy

In using the Meridian EV Charging Stations, you may provide certain personal information to Meridian and you agree that any information collected by Meridian may be accessed or collected for use by Meridian or any of its related companies in the course of its business (including direct marketing activities), for the purpose of facilitating the administration of the Meridian EV Charging Stations or promoting products to you that Meridian reasonably believes that you may be interested in.

We acknowledge that you have the right under the Privacy Act 1993 to have access to personal information held by Meridian about you and to request correction of that personal information. Meridian will comply with its obligations under the Privacy Act 1993 with respect to such information.

Liability

Nothing in these terms and conditions shall affect or limit any rights that you may have under the Consumer Guarantees Act 1993 and/or the Fair Trading Act 1986.

This agreement constitutes the entire agreement between you and Meridian in respect of the Meridian EV Charging Stations.

Meridian will not be liable to you for any damage of any kind to your EVehicle whether arising from a failure by you to exercise reasonable care or comply with the requirements of the relevant Meridian EV Charging Station.

Meridian will not be liable to you for any loss or damage to you or your EVehicle unless, and to the extent that, such loss or damage is directly caused by:

- (a) the gross negligence of Meridian; or
- (b) the wilful breach of Meridian of any of its obligations under these terms and conditions.

Loss or damage must be reasonably foreseeable, and not be caused by something beyond Meridian's control (including, for the avoidance of doubt, any act or omission of any third party, any force majeure event or any breach by you of these terms and conditions).

Where Meridian is liable for loss or damage to you or your EVehicle under these terms and conditions, Meridian's maximum liability to you for any single event or series of related events will be limited to \$10,000.

To the maximum extent permitted by law, Meridian will not be liable to you for any other loss or damage arising (whether direct or indirect, special or consequential, pecuniary or non-pecuniary, and whether arising in tort (including negligence) or contract or otherwise) as a result of, or in connection with, your use of a Meridian EV Charging Station or these terms and conditions.

To the maximum extent permitted by law, and subject to this clause, you agree to hold Meridian harmless against any liability, claims, proceedings, costs, expenses and damages which Meridian may suffer or incur as a result of you failing to comply with one or more of the following:

- (a) the requirements of the relevant Meridian EV Charging Station; or
- (b) your obligations under the Health and Safety at Work Act 2015 or associated regulations.

General

This agreement is governed by and must be construed in accordance with the laws of New Zealand. You and Meridian submit to the exclusive jurisdiction of the courts of New Zealand to resolve any disputes arising under or in relation to its subject matter or your use of any Meridian EV Charging Station.