

Vector Limited
EV Charging Station
Terms and Conditions of Use

1. INTRODUCTION

Your use of Vector EV Charging Stations is governed by these terms and conditions. By using a Vector EV Charging Station, you agree to be bound by these terms and conditions and you also bind the owner of the EV which you are driving and warrant your authority to do so. If you do not agree to be bound by these terms and conditions, you must not use any Vector EV Charging Stations.

In these terms and conditions:

- **"Designated Space"** means any designated EV carpark located adjacent to a Vector EV Charging Station.
- **"EV"** means an electric vehicle.
- **"Vector EV Charging Station"** means any Vector Limited branded EV charging station located adjacent to a Designated Space.
- **"we" "us" or "Vector"** means Vector Limited.
- **"you"** means the person using the Vector EV Charging Station.

2. OUR SERVICES

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

We do not guarantee, and are under no obligation to ensure, the availability, compatibility with your EV, or performance of Vector EV Charging Stations, nor do we promise to provide an uninterrupted electricity supply to Vector EV Charging Stations.

We warrant to you that each Vector EV Charging Station complies with all mandatory statutory or other industry safety standards applicable to the operation of EV charging stations, such as the Vector EV Charging Stations.

We aim (but owe you no obligation) to keep Vector EV Charging Stations free from any faults, errors or defects. If there are any faults or you have any issues with any Vector EV Charging Station, please contact us as soon as reasonably possible. You can call our Customer Services team at 0508 VECTOR or email us at info@vector.co.nz.

3. YOUR USAGE

Your use of Vector EV Charging Stations must be fair, reasonable and not excessive. If we consider, in our absolute discretion, your usage to be unfair, unreasonable or excessive, without limiting clause 2 above, we may immediately suspend, modify or restrict your access to any or all Vector EV Charging Stations.

You agree not to use, or attempt to use, Vector EV Charging Stations for any purpose other than to charge your EV, and then only to the extent that your EV is compatible with Vector EV Charging Stations.

If the Vector EV Charging Stations are used by you for the purposes of a business, you agree that, to the maximum extent permitted by law, the Consumer Guarantees Act 1993 does not apply.

4. YOUR PROMISES TO US

When using the Vector EV Charging Stations, you agree to exercise all reasonable care, to comply with the relevant EV handbook and to comply with any instructions for use set out at Vector EV Charging Stations (as amended by Vector from time to time). Vector will not be liable to you for any damage of any kind to your EV whatsoever, arising from a failure by you to exercise such reasonable care or comply with the requirements of the EV handbook or comply with Vector's instructions for use.

You warrant to us that your EV has a current warrant of fitness and registration, that you have read the relevant EV handbook and that the EV does not present any danger or risk to other vehicles or persons or Vector EV Charging Stations.

Where you are not the owner of the EV accessing the Vector EV Charging Stations, you warrant that you are authorised by the owner of that EV to use the Vector EV Charging Stations and that you have authority to bind the owner to these terms and conditions.

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

You acknowledge that where Vector EV Charging Stations are located on private property, you agree to keep that property clean and tidy, and to comply with all reasonable requests of the owner of that property provided from time to time when using the relevant Vector EV Charging Stations.

5. LIABILITY

Subject to clause 3, 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.

Vector will not be liable to you for any loss or damage to you or your EV unless, and to the extent that, such loss or damage is directly caused by (i) the negligence of Vector; or (ii) the wilful breach by Vector of any of its obligations under these terms and conditions, provided that such loss or damage is reasonably foreseeable and is not caused by something beyond Vector'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 Vector is liable, Vector's maximum liability to you for any single event or series of related events is limited to \$50,000.

To the maximum extent permitted by law, Vector 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 Vector EV Charging Station.

6. JURISDICTION

These terms and conditions are governed by, and are to be construed in accordance with, New Zealand law and you and we submit to the exclusive jurisdiction of the New Zealand courts to resolve any disputes arising under or in relation to these terms and conditions or your use of any Vector EV Charging Station.

7. PRIVACY

In using the Vector EV Charging Stations, you may provide certain personal information to Vector and you agree that any information collected by Vector may be accessed or collected for use by Vector or any of its related companies in the course of its business (including direct marketing activities), in accordance with Vector's privacy statement (available at <https://www.vector.co.nz/privacy-policy> and subject to change from time to time in accordance with its terms).

We acknowledge that you have the right under the Privacy Act 1993 to have access to personal information held by Vector about you and to request correction of that personal information.

8. CHANGE OF TERMS AND CONDITIONS

Vector may change these terms and conditions from time to time. Each time you use a Vector EV Charging Station you agree to be bound by the then current terms and conditions, as published on Vector's website.