

TERMS OF SERVICE OF ELECTRIC VEHICLES CHARGING STATIONS
AT THE RAILWAY STATIONS MANAGED BY POLSKIE KOLEJE PAŃSTWOWE S.A.
(PKP S.A.)

I. General Provisions

1. The hereby Terms of Service shall specify the rules and conditions of the use of electric vehicles charging stations at the railway stations managed by PKP S.A. (established in Al. Jerozolimskie 142A, Warsaw , entered into the register of entrepreneurs of the National Court Register maintained by District Court for the City of Warsaw, XII Commercial Department of the National Court Register under the number KRS 0000019193, REGON 000126801, NIP 525-00-00-251, hereinafter referred to as the PKP S.A.).
2. Terms of Service and User Manual are also available free of charge on the internet website: <http://www.pkp.pl/stacjeladowania> in such a way so enable familiarising with the contents, obtaining, accessing and recording it.
3. The Client is responsible for the use of electric charging station in accordance with its purpose and with the provisions of the Terms of Service and User Manual.

II. The Scope and Technical Conditions of Services

1. PKP S.A. provides the service of charging electric vehicle batteries by using the available devices and infrastructure, i.e. charging devices and parking spaces.
2. The Client is aware that the place of charging of electric vehicles is exclusively intended for this purpose and is aware of the consequences indicated in point 5.
3. Any failures ought to be reported by phone or e-mail indicated on the device immediately after noticing them. PKP S.A. does not bear any liability of -damages resulting from usage of defective equipment.
4. During the Promotional Period services are provided for free. Promotional Period shall run from the date of the station launch and lasts not shorter than three months. The introduction of fees shall be made in writing i.e. introduction of Tables Of Charges, constituting an annex to the Terms of Service.
5. In the event of noncompliance with Terms of Service or the instruction manual, e.g., occupying a parking space dedicated exclusively for charging electric vehicles for different purposes, PKP S.A. has the right to call the appropriate services in order to remove the car from abovementioned space at the expense of the car owner.

III. Responsibilities

1. PKP S.A. provides services of charging electric vehicle batteries and bears responsibility only for actions that are a normal result of using the charging station in compliance with the User Manual.
2. PKP S.A. is not responsible if the vehicle cannot be charged due to the circumstances beyond its control or unforeseen situations, in particular in the event of breakdowns, maintenance operations, modernization or the occupation of all charging points by other Clients..
3. PKP S.A. will make every effort to inform the Clients about the difficulties related to the functioning of charging stations. All information will be posted on the internet website <http://www.pkp.pl/stacjeladowania>
4. Disconnecting of vehicles belonging to other Clients during the process of charging is strictly prohibited.
5. -Parking space dedicated exclusively for charging may be used solely for this purposes and only for the time necessary for charging electric vehicle under the consequences indicated in division II point 5.
6. The Client bears full responsibility for any consequences resulting from incorrect usage of the charging devices, damage or destruction of the property, as well as for unjustified preventing or limiting access to charging devices by other Clients.

IV. Complaints

All complaints concerning the services provided on the basis of the Terms Of Service may be submitted in electronic form, according to the procedure described at: <http://www.pkp.pl/kontakt>

V. Final provisions

1. Terms of Service are available in two language versions, in Polish and in English. In case of doubt, the Polish version of the document shall prevail.
2. For all matters unresolved in the hereby Terms of Services the binding legal provisions shall apply, and in particular, the provisions of the Civil Code and the act on road traffic. Act.
3. PKP S.A. reserves the right to make unilateral changes to Terms of Services.
4. These Regulations come into force on the day of publication on the website <http://www.pkp.pl/stacjeladowania>