

General provisions

Lidl Sverige Kommanditbolag, Box 6087, 175 06 Järfälla (also referred to as “Lidl”, “we” or “us”) for charging electric vehicles and using charging points (“charging point”) and associated parking areas in Sweden using the Lidl Plus feature (“feature”). Lidl Plus is an offering from Lidl Stiftung & Co. KG.

The charging and usage agreement is concluded with us, Lidl Sweden Limited Partnership, (Version: January 2024).

1. When does your Lidl Plus charging and user agreement come into effect?

(1) In order to use the function, registration with the respective user's Lidl Plus account in Lidl Plus and registration for Lidl Pay in Lidl Plus is required. If the user has not yet created a Lidl Plus account, the necessary registration can be done via the app after it has been downloaded. Use of and registration for the Lidl Plus account is subject to the "Lidl Plus Terms of Use", available [here](#).

(2) The user accepts the offer to conclude a charging and usage agreement between us and the respective user of the charging point by pressing the “Start charging” button. The offer is accepted by us when activating the charging point and at the same time means the start of charging the electric vehicle (“charging process”). The user is entitled to use the charging point and the associated parking space during the charging process for the applicable fee.

(3) Before starting charging, the user is obliged to ensure that the charging socket used has no visible defects. The user selects the charging point in the app (either directly via the map in the app or by scanning the QR code on the charging station), connects his electric vehicle and then starts the charging process by confirming with the “Start charging” button. This unlocks the charging station and charging. Charging starts as soon as the authorization has been successfully completed in Lidl Pay, the vehicle has been connected to the charging point and the user has activated charging in Lidl Plus. After charging is completed, the minimum reservation on the user's account is terminated and the user is charged the actual amount for which the user charged.

(4) The charging process ends when power consumption ceases (for example, by the user pressing the “End charging” button in the app) or when the pre-reserved maximum amount in Lidl Plus is reached and the electric vehicle is disconnected from the charging point.

(5) In order to use the function, the user must, at his own risk, provide an internet connection and all technical equipment required for this and pay the fees incurred in connection with this.

(6) We do not save this agreement text after the agreement has been concluded. The user can access and save the terms of use at any time in the main menu of the app.

2. What type of electric vehicles can be charged at the charging point and what do you need to consider?

(1) The electric vehicle and the equipment necessary for the charging process, such as cables, must comply with applicable legal regulations.

3. What technical charging options and connection to the charging point do we offer?

(1) We offer charging points where electricity can be transferred to your electric vehicle either with a maximum power of 22 kilowatts (so-called normal charging point) or with a power of more than 22 kilowatts (so-called fast charging point) (charging power). We use either alternating current (AC) or direct current (DC) for the charging process. Please refer to the information on the respective charging point to find out what power and type of electricity you can use to charge your electric vehicle at the respective charging point.

(2) Our normal AC charging points for connecting your electric vehicle are equipped with at least a type 2 socket or sockets and vehicle connectors in accordance with the DIN EN 62196-2 standard, December 2014 edition. Our AC fast charging points are equipped with at least type 2 connectors in accordance with the DIN EN 62196-2 standard, December 2014 edition. Our DC charging points are equipped with at least CCS Combo 2 vehicle connectors in accordance with the DIN EN 62196-3 standard, July 2012 edition and/or type 2 sockets and vehicle connectors in accordance with the DIN EN 62196-2 standard, December 2014 edition, and/or with a CHAdeMO type vehicle connector and/or with a socket-outlet vehicle connector in accordance with the IEC 62196 standard.

(3) The charging performance according to paragraph 1.3 may vary in particular from the network utilization, the connection usage and the location of charging points in the connection system. We therefore offer no guarantee and/or warranty for the compliance of the charging performance at the charging points or the success of the charging itself.

4. When can the charging process be interrupted or reduced?

We have the right to interrupt the charging process or reduce the charging power, if:

- a) the electricity supply is disrupted or interrupted by the responsible network operator during the use of the network or connection,
- b) an interruption or reduction of the charging power is necessary at the time of the charging process for other compelling technical reasons that prevent an undisturbed or uninterrupted charging process,
- c) the permitted charging time as per clause 5.1 is exceeded and
- d) the pre-reservation by your personal payment limit has been reached.

5. When and for how long can you charge your electric vehicle?

(1) Charging your electric vehicle is permitted during the entire charging process (“permitted charging time”) when you shop in our branches where the parking lot and charging point are located.

(2) If a maximum parking time is specified in the parking lot by an external parking manager, this also applies to the charging process and the permitted charging time.

6. For what purpose and for how long are you allowed to use the parking space directly in front of the charging point? What are the consequences of a breach?

(1) The parking area directly adjacent to the charging point may only be used for the charging process (see point 1) and only during the permitted charging time (see point 5). For other customers to be able to charge electric vehicles, the parking space must be vacated immediately (i.e. without undue delay) after the permitted charging time has expired. It is not permitted to use this parking space for other purposes and/or outside the permitted charging time.

(2) In the event of a breach of clause 5.1, we have the right to take adequate measures in accordance with applicable law to remove the vehicle and limit any damage to us and others.

7. What rules must you follow when entering the parking lot/parking area?

(1) The user is responsible for complying with applicable legislation and local traffic regulations in the parking lot including the parking areas.

8. What are the prices/tariffs? What payment options do you have?

(1) The prices for the charging process according to this charging and usage agreement are based on one or more different tariffs, which are clearly displayed to you in Lidl Plus where you select the desired tariff before starting the charging process. We will invoice the charging process within the framework of the respective tariff according to kilowatt hours (kWh), including the applicable value added tax and the applicable specific consumption taxes and, where applicable, surcharges, fees, and other costs. All prices are inclusive of the applicable statutory value added tax.

(2) Tariffs are not fixed prices and may therefore vary from charging process to charging process.

(3) Payment is made cashless via Lidl Pay. See Lidl Plus for more information.

(4) By using our services, you agree that we will reserve an amount when the charging process begins. The amount reserved is SEK 450. We reserve the right to change the amount we reserve when using our services at any time, which may happen without prior notice. The user will not ultimately be charged for more than the fee for the charging process. The reservation is released if the charging process is interrupted or when the charging process is completed, and payment has been made.

9. What damages are we responsible for?

(1) We are not liable for any damage that you or your property may suffer as a result of any voltage fluctuations, voltage losses, power failures and bottlenecks in the network of the network operator and thus due to events within the network operator's area of responsibility for which we are not responsible. We are also not liable for damage caused by incorrect use of the charging point or due to a defect in the electric vehicle for which we are not responsible. Our liability is excluded for such damage.

(2) In all other respects, we are liable without limitation – regardless of legal basis – for acts or omissions committed intentionally or through gross negligence.

(3) In the event of slight negligence, however, we are only liable:

- for damage resulting from injury to life, body, or health, and
- for damages resulting from a breach of an essential contractual obligation (i.e. an obligation the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance, you can regularly rely on). In this case, our liability is limited to compensation for the foreseeable and typically occurring damage that arises.

(4) The preceding limitations of liability under Section 9, Paragraph (3) also apply in the event of breach of contract by or for the benefit of persons for whose fault we are liable in accordance with applicable law.

(5) The preceding limitations of liability under Section 9, Paragraph (3), however, do not apply if we or the persons for whose fault we are liable, under applicable law, have fraudulently concealed a defect or assumed a guarantee.

(6) The preceding limitations of liability under Section 9, paragraphs (3) and (4) do not apply to claims under the Product Liability Act.

(7) Any further liability beyond the above on our part or on the part of persons for whose fault we are responsible, in accordance with applicable law, is excluded.

10. Contact details for complaints

If you have any questions or complaints, you can contact our customer service at 020 - 190 80 70, or Service Hotline 020 – 794 949

(Service hotline Monday - Sunday: available 24 hours a day)

Email: kundtjanst@lidl.se

11. What other provisions apply and what options do you have for dispute resolution?

(1) Swedish law shall apply to these terms of use.

(2) The entire legal relationship between the user and us is governed by the laws of Sweden, except for the UN Convention on Contracts for the International sale and Sale of Goods, provided that the user has his habitual residence in Sweden or in a state that is not a member of the European Union. If the user has his habitual residence in another member state of the European Union, additional mandatory provisions apply in the member state of his habitual residence and must also be taken into account.

(3) If one or more provisions of these general terms and conditions are or become wholly or partially ineffective, this shall not affect the validity of the contract in its entirety.

(4) The European Commission provides an online dispute resolution platform which is accessible to consumers at <http://www.ec.europa.eu/consumers/odr>.

(5) As a consumer, you can submit a complaint free of charge to the Swedish National Board of Consumer Complaints (ARN), Box 174, 101 23 Stockholm, www.arn.se, which hears disputes between consumers and companies.