

#### Who we are and how to contact us

- 1.1. These are the terms and conditions for products and services ordered on Myenergi website, <u>www.myenergi.com</u>, (Site). The Site is owned and operated by Myenergi Ltd (we, us and our).
- 1.2. Any orders you make on the Site will be provided by Myenergi GB Ltd, a wholly owned subsidiary of Myenergi Ltd. registered in England and Wales. Our registered company number is 14585891, and our registered office is at Pioneer Business Park, Faraday Way, Stallingborough, Grimsby, DN41 8FF, United Kingdom.
- 1.3. To contact us, please write or email to:

Myenergi GB Ltd Pioneer Business Park Faraday Way Stallingborough Grimsby DN41 8FF

United Kingdom

Or

customersupport@myenergi.com

## 2. By placing an order via the Site you accept these terms

- 2.1. When you purchase any products (Products) and/or subscribe to services (Services) offered on the Site, by placing an order for any Product or by registering for the Services you agree to be bound by these terms and conditions.
- 2.2. You should save a copy of these terms for future reference. We reserve the right to change these terms and conditions from time to time by publishing a new version on the Site. These terms and conditions were last updated on the 6 November 2025.

### 3. There are other terms that may apply to you

- 3.1. These terms of supply refer to the following additional terms, which also apply to your purchasing and subscription:
  - 3.1.1 Your use of the Site is subject to the <u>Myenergi Website Terms of Use</u> and by using the Site you agree to be bound by them.
  - 3.1.2 We take the security and privacy of your personal information very seriously. Use of your personal information submitted to or via the Site is governed by our <u>Privacy Policy</u>.
  - 3.1.3 Our <u>Cookie Notice</u>, which sets out information about the cookies on our Site.

### 4. Ordering and availability of Products

- 4.1. To order any Product, you must be at least 18 years of age. By doing so, you confirm to us that you meet this requirement.
- 4.2. Products may be ordered by clicking on the items you wish to purchase and then following the prompts that will appear onscreen. You may check and correct any input errors in your order up until the point at which you submit your order to us by clicking the "Place order" button on the checkout page.
- 4.3. After placing an order, you will receive an acknowledgment from us that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy the Product(s) ordered. All orders are subject to acceptance by us. We are not obliged to accept your order and may, at our discretion, decline to accept any order. You do, however, acknowledge that by clicking on the "Place order" button, you enter into an obligation to pay for the Product(s). Where we accept your order, we will confirm such acceptance by sending you a confirmation that your order has been despatched (Order Confirmation). The contract between you and us in relation to the Product(s) ordered (Contract) will only be formed when we send you the Order Confirmation. After entering into the Contract, we will be under a legal duty to supply you with goods that are in conformity with the Contract.
- 4.4. The Contract will relate only to the Product(s) which have been confirmed in the Order Confirmation. We will not be obliged to supply any other Product(s) which may have been part of your order until such Product(s) have been confirmed in a separate Order Confirmation.
- 4.5. Product information.





- 4.5.1 Whilst we have taken reasonable steps to depict Products as accurately as possible through the photographs and other images featured on the Site, the detailing (such as colour, pattern and texture, etc.) you see on-screen will depend on your monitor and, as such, may not exactly reflect the actual detailing of a Product when you receive it.
- 4.5.2 Any information on the Site regarding sizing of Products is included as a guide only. If you are in any doubt as to the size of any Product you require, we recommend that you contact us prior to placing an order (see Contacting us under section 13)

# 5. Delivery of Products

- 5.1. Your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within 30 days after the date of the Order Confirmation, unless there are exceptional circumstances.
- 5.2. Your order will be delivered to the delivery address within the United Kingdom you specify when placing your order. If your delivery address is geographically remote, for example certain outlying islands or other isolated locations, it is possible that we may not be able to deliver there. If that is the case, we will notify you before we accept your order. We reserve the right not to deliver to any country that is prohibited by applicable export laws. Orders cannot be delivered to PO Box or similar addresses.
- 5.3. Products comprised within the same order cannot be delivered to different addresses.
- 5.4. Deliveries are made by Royal Mail, DPD, UPS and/or other carriers and usually take place on Monday to Saturday, excluding bank and public holidays. It is not possible to specify a precise time at which a delivery will take place. Please note that the courier may require deliveries to be signed for.
- 5.5. Deliveries will be made to your door. Our courier will not be responsible for any additional carrying, unpacking or positioning of Product(s), nor will we be responsible for installation services agreed between you and any third party offering such services.

## 6. Delivery outside the United Kingdom

- 6.1. You acknowledge and agree that the Product(s) may be designed to be used in a particular territory and may not be suitable for use in a location outside the United Kingdom. By purchasing the Products, you accept all consequences which may be caused by the Product(s) being used outside their intended territory, including but not limited to reduced functionality, non-compliance with local regulations, or voiding of warranties. Nothing in this clause shall limit or exclude any rights you may have under applicable consumer protection laws in your jurisdiction.
- 6.2. If you order Product(s) for delivery outside the United Kingdom, they may be opened and inspected by customs authorities and may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 6.3. Please also note that you must comply with all applicable laws and regulations of the country for which the Product(s) are destined. We will not be liable for any breach by you of any such laws.

# 7. Risk and ownership of Products

The Product(s) ordered will be at your risk from the time of delivery or collection (as the case may be). Ownership of the Product(s) ordered will also pass to you on delivery or collection (as the case may be), provided full payment of all sums due in respect of the Product(s), including any delivery charges, has been received.

# 8. Price and payment

- 8.1. The price of Products is as quoted on the Site from time to time.
- 8.2. Prices include VAT but exclude delivery costs, which will be added to the total amount due, once you have selected your preferred delivery method.
- 8.3. Prices and delivery costs are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.
- 8.4. The Site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on the Site may be incorrectly priced. We will normally verify prices as part of our despatch procedures so that, where a Product's correct price is less than our stated price, we will charge you the lower amount. If a Product's correct price is higher than the price stated on the Site, we will normally, at our discretion, either contact you for instructions before despatching the Product, or reject your order and notify you of such rejection.
- 8.5. Payment for all orders must be made by credit or debit card on the checkout page, or via BACS. We accept payment by most major credit and debit cards, excluding AMEX. We will charge your credit or debit card when you place an order.





- 8.6. You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorise payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.
- 8.7. From time to time we may run promotions where we issue discount codes. These can be used in part-payment of the price of Product(s) ordered online, subject to the terms under which they were issued (as indicated in our relevant promotion from which you got the code). Discount codes can only be used once, and only during the period of validity stated and only in respect of the relevant Product(s) stated. Discount codes cannot be redeemed for cash.

## 9. Warranty

By entering into these terms and conditions, you acknowledge that you have had the opportunity to access and review the <u>product warranty</u> ("Warranty"). If the products purchased by you are covered by the Warranty, the warranty terms are incorporated into these terms and conditions by reference.

# 10. Cancellation rights

- 10.1. Business customers do not have the same rights as consumers. You are a business customer if you are buying our Products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.
- 10.2. If you are a business customer, you cannot cancel your Contract, however your statutory rights relating to a product's quality, suitability and fitness for purpose under the Sale of Goods Act are unaffected. Where a term applies just to businesses or just to consumers, this is clearly stated.
- 10.3. If you are a consumer:
  - 10.3.1 for most of Products you bought from us, you have the right to change your mind about your purchase and receive a full refund of what you paid for the Product(s), including the delivery costs. If you received any promotional or other discount when you paid, any refund will only reflect the amount you actually paid. But, this is subject to some conditions, as set out below. If you cancel, you will receive a full refund of the price paid for the Product(s) in accordance with our refunds policy (see below).
  - 10.3.2 When you cannot change your mind. Generally, you cannot change your mind about an order in the following circumstances:
    - a. digital products, after you have started to download or stream these;
    - b. Services, once these have been completed;
    - c. sealed computer software, once these products are unsealed after you receive them;
    - d. goods that are made to your specifications or are clearly personalised; and
    - e. goods which become mixed inseparably with other items after their delivery.
  - 10.3.3 When and how to let us know. If you change your mind and want to cancel your purchase, you must inform us of your decision in writing by email to: <a href="mailto:customersupport@myenergi.com">customersupport@myenergi.com</a> with details of your purchase within the time period set out in the table below (the 'Cooling Off Period'). If you wish, you can use the below cancellation form which includes all the information we need to process your cancellation request, but this is not obligatory.

Product	Cooling Off Period
Goods	14 days after the day we deliver your product. If the Goods are split into several deliveries over different days, the period runs from the day after the last delivery
Services	14 days after the day we confirm we have accepted your order

#### 10.3.4 Cancellation Form:

I hereby give notice that I wish to cancel my contract with Myenergi GB Ltd for the following Product(s):





The applicable Product(s) are (including quantity):	
Ordered on / received on (date):	
Order Confirmation number and date:	
At a total price (inclusive of VAT) of:	
Print name:	
Signature:	
Date:	

- 10.3.5 If your Product is Goods, for example, a Myenergi zappi EV charger:
  - you have to return the Product (and any free gifts provided with it) to us within 14 days of your telling us you have changed your mind and in the same condition in which you receive it (which does not interfere with your right to take any reasonable steps to examine the Product(s) and make sure they conform to your order). We will refund you the standard delivery cost for returning the Product to us. You should keep a receipt or other evidence from the delivery service that proves you have sent the Product and when you sent it. If you don't do this and we don't receive the Product at all or within a reasonable time we won't refund you. For help with returns, see our Returns Process: Returns Policy.
  - we reduce your refund if you have used or damaged a Product. If you handle the Product in a way which would not be
    acceptable, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the
    Product's condition is not "as new", the product-branded packaging is damaged or accessories are missing. In some
    cases, because of the way you have treated the Product, no refund may be due. For example, due to their nature it is
    very unlikely that some of our Products could be re-used after installation and therefore no refund would be due in these
    circumstances.
- 10.3.6 You have to pay for Services you received before you change your mind. If you bought a Service we don't refund you for the time you were receiving it before you told us you'd changed your mind.
- 10.4. Nothing in this section affects your legal rights.

### 11. Our refunds policy

12. If your Product hasn't yet been delivered, we will refund you as soon as possible and within 14-days of you telling us you've changed your mind. If you are returning Products to us, we refund you within 14-days of receiving them back from you. We refund you by the method you used for payment. We don't charge a fee for the refund.

# 13. Faulty Products

If any Product you order is damaged or faulty when delivered to you or has developed a fault, you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. If you believe a Product was delivered damaged or faulty or has developed a fault, you should inform us as soon as possible, preferably in writing, giving your name, address and order reference. Nothing in this section affects your legal rights.





## 14. Intellectual Property Rights

- 14.1. All copyright, trademarks, patents and other intellectual property rights in any of our Products (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos) are owned by us or our licensors.
- 14.2. Unless as expressly agreed by us in writing, you don't have any rights in respect of intellectual property rights owned by us or our licensors, and you agree that you do not acquire any ownership of these intellectual property rights by using the Product. If you are permitted under these terms and conditions to use any such intellectual property rights, you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced as they are and that you follow our instruction at all time when using such intellectual property rights.

## 15. Governing Law

- 15.1. If you are a consumer, please note that these terms of supply, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 15.2. If you are a business, these terms of supply, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### 16. General

#### 16.1. Our liability

- 16.1.1 Nothing in these terms shall limit or exclude our liability to you:
  - For death or personal injury caused by our negligence.
  - For fraudulent misrepresentation.
  - For breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded.
  - Under Part I of the Consumer Protection Act 1987.
  - For any other liability that, by law, may not be limited or excluded.

## 16.1.2 Subject to section 16.1.1,

- if you are a consumer (and not a business customer), in no event shall we be liable to you for any business losses.
- if you are a business customer in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, indirect or consequential loss, loss of revenue, contracts, data, goodwill, or other similar losses. In addition, except to the extent expressly stated in this Contract, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982. Our total liability to you is strictly limited to losses that were reasonably foreseeable and shall not exceed the price you paid for the Products or Services.
- 16.1.3 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any Contract that is caused by events outside our reasonable control, nor for any losses which were caused mainly or wholly by your breach of these terms.

# 16.2. Miscellaneous

- 16.2.1 We may transfer or assign any or all of our rights or obligations under these terms to another organisation.
- 16.2.2 You may not transfer or assign any or all of your rights or obligations under these terms to anyone else.
- 16.2.3 All notices given by you to us must be given in writing to the address set out at the beginning of these terms.
- 16.2.4 If we fail to enforce any of our rights, that does not result in a waiver of that right.
- 16.2.5 If any provision of these terms is found to be unenforceable, all other provisions shall remain unaffected.
- 16.2.6 These terms may not be varied except with our express written consent.
- 16.2.7 These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the online supply of Products and/or Services.
- 16.2.8 If you are a consumer, nothing in these terms and conditions shall be construed to limit or exclude any rights you may have under applicable consumer protection laws in your jurisdiction.

