

# TERMS AND CONDITIONS

## 1. SERVICES PROVIDED

1.1 Service Description: EVACCESS LLC (referred to as "EVACCESS") agrees to provide electric vehicle charging services to the entity identified as the "Customer" (hereinafter referred to as the "Customer"). The Customer agrees to utilize these services, subject to the terms and conditions outlined in this Agreement.

## 2. ELECTRICITY USAGE AND BILLING

2.1 Electricity Usage: The Customer acknowledges and agrees to be billed for the electricity consumed by their electric vehicle at the EVACCESS charging station.

2.2 Billing Period: Billing for electricity usage will be conducted on a monthly basis.

2.3 Billing Statement: EVACCESS will furnish the Customer with a detailed billing statement, indicating the quantity of electricity consumed and the corresponding charges.

## 3. PAYMENT TERMS

3.1 Payment Due Date: The Customer agrees to remit the total amount specified in the billing statement within seven (7) days from the date of receipt.

3.2 Payment Method: Payments shall be made by the Customer through the payment method specified by EVACCESS.

3.3 Late Payment: In the event of late payment, a late fee equivalent to 5% of the outstanding balance will be charged for each day the payment is overdue.

3.4 Suspension of Services: If payment is not received within seven (7) days from the due date, EVACCESS reserves the right to suspend access to the electric vehicle charging services until full payment is received.

## 4. TERMINATION

Either party may terminate this Agreement upon written notice to the other party if there is a material breach of any provision of this Agreement by the other party, and such breach is not cured within 5 business days from the date of notice.

## 5. MISCELLANEOUS

5.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of New Jersey.

5.2 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.