

Delivery Terms for EV Charging Equipment and Services

English version | Revision 5 October 2026

JML Services VOF, trading as JML eplus, supplies EV charging equipment and carries out installation, commissioning, maintenance, repair and warranty work in the Netherlands. These terms describe the agreed performance, inspection, handover and allocation of responsibilities. The accepted quotation or order confirmation identifies the equipment and services included in each assignment.

1 Application and contract documents

1.1 These terms apply to the sale and supply of EV charging equipment and associated components, and to installation, mounting, connection, configuration, commissioning, maintenance, repair and warranty work by JML eplus, provided they are supplied to the customer in a form that can be retained before the contract is concluded and expressly made applicable to it.

1.2 The accepted quotation or order confirmation describes the equipment, site, charging capacity, cable route, consumer unit or distribution board work, groundworks, configuration, services and price, as applicable. Specific written arrangements in it prevail over these terms in the event of a conflict, subject to mandatory law.

1.3 Other general terms apply only if identified in the quotation or order confirmation and supplied before the contract is concluded. If applicable sets of terms conflict, a consumer may rely on the provision most favourable to them. Mandatory consumer rights always remain in force. These terms do not replace the separate pre-contract information, withdrawal instructions or forms required for distance or off-premises consumer contracts.

1.4 A consumer is a natural person acting outside their trade, business or profession. A business customer acts in the course of a trade, business or profession. An assignment is the supply or work covered by the relevant accepted quotation or order confirmation, including agreed additional work. A later, separately ordered maintenance or repair visit is a separate assignment. The business provisions in clauses 9.3 and 9.4 do not apply to consumers.

1.5 This revision applies only to contracts in which it is validly incorporated. It does not automatically change an existing contract or apply retrospectively.

2 Site assessment and scope of work

2.1 JML eplus assesses whether the proposed installation or other work is feasible using the available information and, where needed, a site visit. An indicative price or package description includes only the work and quantities stated in it; the quotation identifies variations and additional provisions.

2.2 The quotation states whether JML eplus supplies the charging point or the customer provides it. For customer-supplied equipment, JML eplus assesses its apparent suitability for the agreed installation. JML eplus remains responsible for its own work but does not provide the manufacturer's warranty for equipment it did not supply.

2.3 Unexpected defects, insufficient connection capacity, missing earthing or protective arrangements, unsuitable cable routes, or necessary additional building work will be reported. Additional work and its price or pricing basis require the customer's prior agreement, except for reasonable measures immediately necessary to limit an unsafe situation. Those measures and any associated charges will be explained promptly and remain subject to applicable law.

2.4 For maintenance, repair or warranty visits, the agreed scope identifies the equipment and reported fault or service task. A visit is not a general inspection or certification of the entire installation unless expressly agreed. Further faults discovered are recorded and discussed before additional work proceeds.



3 Customer cooperation and existing conditions

3.1 The customer provides timely access, adequate working space and electricity where needed, and any required consent from the owner, landlord, owners' association or site operator. The customer provides accurate information to the best of their knowledge and discloses known concealed services, asbestos, fire-resistant penetrations and other relevant safety risks. JML eplus retains its own duties of professional care, inspection and warning.

3.2 JML eplus checks those parts of the existing installation that are relevant to the agreed work and reasonably accessible. A general inspection, certification or repair of the entire existing electrical installation is included only if expressly agreed. Any defect found is recorded and discussed before work dependent on it continues.

3.3 If safe working or safe use cannot be established, JML eplus may suspend the work or leave the charging point out of service. JML eplus will explain the reason, the required next step and any effect on the schedule in writing.

3.4 Where electrical isolation is needed for safe work, JML eplus agrees the interruption with the customer in advance where practicable. The customer identifies critical equipment and takes reasonable agreed precautions, such as saving data and arranging continuity for essential operations. JML eplus remains responsible for carrying out isolation and reconnection with due care. Work outside normal hours and its price require prior agreement.

3.5 The customer provides agreed connectivity or access credentials needed for configuration. JML eplus identifies any requirements for internet, Wi-Fi, mobile coverage, a compatible meter or a back-office account before the relevant service is ordered. The quotation records who supplies and pays for those facilities.

4 Performance and safety

4.1 JML eplus carries out the work with due care, in accordance with the laws and regulations applicable to the work, applicable NEN 1010 requirements and the manufacturer's instructions. The selection and settings of protective devices and charging capacity are matched to the actual installation and available electrical connection.

4.2 JML eplus uses suitable installation materials, takes reasonable measures to protect the work area from damage, and leaves the installation in a safe condition. Subcontractors or installers engaged by JML eplus work on its behalf; JML eplus remains responsible to the customer for the agreed performance.

4.3 Excavation, drilling and reinstatement are included to the extent described in the quotation. Necessary openings, cable routes and the extent of reinstatement of paving, finishes or fire-resistant penetrations are agreed and recorded. Agreement to necessary work is not a general waiver of liability for avoidable damage.

4.4 Before excavation or drilling, JML eplus obtains the information and makes the checks required for safe work, including applicable cable and utility enquiries, location checks, marking and protection. Uncertainty about concealed services is resolved before affected work proceeds. These responsibilities are not transferred entirely to the customer by their provision of a plan or other information.

4.5 Work on sealed or network-operator equipment is performed only by persons authorised to do so. A network connection upgrade or work reserved to the network operator is excluded unless expressly included in the quotation as coordination or an agreed service; the quotation identifies any separate operator charges.

5 Inspection and handover

5.1 Before use, JML eplus checks its own installation and the protective devices relevant to the charging point, performs the applicable measurements and functional checks, and verifies the configured charging and protective functions. The charging point will not be handed over as ready for use if a check necessary for safe use cannot be completed satisfactorily.

5.2 At handover, JML eplus provides an installation or handover report stating at least: the address and date; make, model and serial number; work performed and changes to the consumer unit or distribution board; relevant test results and charging and load-balancing settings; recorded deviations or outstanding items; and an



explanation of safe use. The form and detail reflect the nature of the work. Maintenance and repair visits receive an appropriate service record.

5.3 The customer or an authorised representative has an opportunity to report visible handover items. These are recorded with a reasonable arrangement for remedy. Signature or use confirms physical handover but does not waive rights relating to hidden defects, statutory conformity or faults attributable to JML eplus.

5.4 Where relevant, handover identifies the connectivity and back-office configuration, separate subscriptions or charges, and any operational limitations that were agreed before the contract. A test records performance under the conditions at that time; it is not a promise of continuous charging at the equipment's maximum rated power.

6 Delivery ownership and risk

6.1 JML eplus takes reasonable care of the items it brings to the site and its own work until physical completion or handover. Liability for damage during the work, whether to the work itself or other property, is determined under applicable law and section 9. The business limitations apply only to business customers.

6.2 After physical handover, the customer bears the ordinary risk of accidental damage to or loss of the charging point put into use, to the extent permitted by law. This does not transfer liability for defective supply or installation, hidden defects or damage caused by a fault attributable to JML eplus.

6.3 For supply without installation, the delivery method and location are stated in the order confirmation. For consumers, ordinary delivery risk passes when the consumer or their nominated recipient, other than the carrier, receives the goods, subject to mandatory law. For business customers, risk passes on delivery to the agreed destination unless a different arrangement is expressly agreed. Visible transit damage should be reported promptly without prejudice to statutory rights.

6.4 Ownership of movable goods, their incorporation into property and third-party rights are determined by applicable law and the individual contract. These terms do not themselves create a retention of title over equipment that has become part of immovable property.

7 Warranty and remedies

7.1 Installation work performed by JML eplus carries the installation warranty stated in the quotation or product page. For the installation packages described on its website, this is two years from physical handover. Any different period is stated in writing before the order is placed. This commercial warranty does not limit statutory rights or establish a maximum period for consumer conformity claims.

7.2 A manufacturer's warranty for the charging point or components applies under that manufacturer's terms and is identified at supply. Its period and covered costs are not automatically the same as JML eplus's installation warranty. Where JML eplus sells to a consumer, the consumer may address statutory conformity claims to JML eplus; they are not required to rely solely on the manufacturer. Necessary software and security updates remain subject to the contract and applicable statutory obligations.

7.3 The customer reports a suspected defect with a description and, where reasonably available, photographs, error messages, the equipment serial number and relevant circumstances. JML eplus investigates within a reasonable time and remedies defects for which it is responsible without charge and within a reasonable time. This includes necessary call-out, labour, removal, transport and reinstallation costs to the extent required by applicable law or the agreed warranty. Statutory rights to other remedies remain available.

7.4 If there is a suspected electrical hazard, the charging point must not be used until assessed as safe. JML eplus is given a reasonable opportunity to investigate and remedy a defect, except where urgent safety action is needed or applicable law permits another remedy. Emergency intervention or third-party repair does not automatically extinguish every warranty or liability claim.

7.5 If a visit concerns an issue outside JML eplus's contractual or statutory responsibility and outside an applicable warranty, reasonable investigation, call-out, labour and material charges may apply only on a pricing basis



explained and agreed in advance. If responsibility is uncertain, JML eplus explains any proposed conditional charges before the visit. Charges are not imposed for work that must legally be provided without charge.

7.6 Warranty and liability are assessed by the cause of the particular defect. Improper use, avoidable damage, neglected maintenance or unauthorised changes may affect a claim to the extent they caused the defect. Normal use, unrelated third-party work or expiry of a manufacturer's commercial warranty does not by itself remove a consumer's statutory rights.

8 Use alterations and maintenance

8.1 The customer uses the charging point in accordance with the instructions, uses suitable undamaged charging cables and arranges assessment of visible damage, overheating or faults. Protective devices and safety settings must not be bypassed. The customer follows reasonable maintenance and update instructions supplied with the equipment.

8.2 Routine maintenance, remote monitoring, subscriptions, back-office services, a grid connection upgrade and later network services are included only if agreed, without prejudice to statutory conformity and update obligations. Agreed service periods, response commitments and charges are recorded in the quotation or service agreement. No continuous monitoring or guaranteed response time is included merely because JML eplus supplied the equipment.

8.3 Remote access or diagnostics is used only where included in the agreed service and with the necessary access authorisation. JML eplus explains what access is needed and handles personal and meter data in accordance with applicable privacy law and its privacy notice. This clause does not grant unrestricted permission to collect or use customer data.

9 Damage and liability

9.1 Notification and mitigation. The parties report damage or an incident as soon as reasonably practicable, take reasonable steps to limit further damage and preserve relevant information, without delaying action to resolve an immediate unsafe condition. JML eplus is given a reasonable opportunity to investigate the cause, in coordination with relevant insurers where appropriate. Statutory complaint and limitation periods apply; these terms create no automatic forfeiture of a claim after a fixed short notification period.

9.2 Legal responsibility and consumers. JML eplus is liable to the extent that damage is attributable under applicable law to its breach of contract or unlawful act. For consumers, clauses 9.3 and 9.4 do not apply. Nothing in these terms excludes or limits a consumer's statutory rights concerning conformity, defective installation, remedies or compensation. The other provisions apply to consumers only to the extent consistent with mandatory consumer law.

9.3 Business customers and compensation limits. For business customers only, JML eplus's total liability for compensation arising from or connected with an assignment, whether in contract or otherwise, is limited per event to the amount paid or payable under its applicable liability insurance for that event, increased by the applicable policy excess borne by JML eplus. If no insurance payment is available for the event, the limit is the total agreed price of the relevant assignment, including agreed additional work and excluding VAT, unless another limit was expressly agreed in writing before the contract. Related events arising from the same cause are treated as one event. These limits are subject to clause 9.7 and do not limit obligations to perform the agreed work, repair or replace a defective supply, or make a refund where required by the contract or law.

9.4 Business customers and financial consequential loss. For business customers only, JML eplus excludes liability for financial losses consisting of lost profit, lost revenue, business interruption, loss of production, loss of charging income, loss of use, missed savings, loss of goodwill, loss or corruption of data and financial claims by the customer's own customers arising from those losses. This includes those financial losses when they follow physical property damage. This exclusion does not itself exclude direct physical damage to property, death or personal injury, or reasonable costs of establishing or preventing or limiting recoverable direct damage. Recoverable



property damage and those costs remain subject to clause 9.3; death and personal injury are protected by clause 9.7. Clauses 9.3 and 9.4 do not bind third parties who are not parties to the contract.

9.5 Charging availability and performance. The equipment's rated charging capacity is a maximum capability, not a promise of continuous delivery at that rate. Actual charging depends on the grid connection, available capacity, load balancing, other site demand, vehicle limitations and connectivity. Unless expressly agreed as a performance commitment, JML eplus does not guarantee uninterrupted charging, a fixed energy volume, savings or income, or uninterrupted availability of a third-party network, software or back office. This does not reduce agreed specifications, legally required product functionality or update obligations, or JML eplus's responsibility for its own advice, equipment selection, configuration, installation and other work.

9.6 Existing installations and third-party causes. JML eplus is not responsible for a defect or loss to the extent caused solely by a pre-existing defect, concealed service, customer-supplied equipment, vehicle or independently contracted third-party service that could not reasonably have been identified or prevented within the agreed work and JML eplus's professional duties. JML eplus remains responsible to the extent its own acts, omissions, failure to warn or persons engaged by it contributed to the loss. Customer information is not a substitute for checks JML eplus must reasonably perform.

9.7 Exceptions to business limitations. The exclusions and compensation limits in clauses 9.3 and 9.4 do not apply to death or personal injury, damage caused by intent or gross negligence of JML eplus or its management, statutory product liability that cannot lawfully be limited, or any other liability that mandatory law prevents from being excluded or limited. Nothing in these terms makes a limitation enforceable where it is invalid or unreasonable under applicable law.

9.8 Insurance. The existence, absence or scope of insurance does not determine whether JML eplus is legally liable. Insurance cover is determined exclusively by the applicable policy, conditions and clauses. These terms do not promise that a particular claim is insured or change any insurance exclusion.

10 Scheduling payment and final provisions

10.1 A delivery or work date is agreed with the customer. Delay or inability to proceed is communicated promptly with its reason and a revised proposal. Where performance is prevented by a circumstance not attributable to JML eplus under applicable law, the affected obligations may be suspended only to the extent and for the period justified by that circumstance. The customer's rights concerning late performance, termination and repayment remain governed by the contract and law; supplier delay or staff absence is not automatically treated as force majeure.

10.2 The price, invoicing and payment follow the accepted quotation and applicable terms supplied before contracting. Consumer prices include VAT and unavoidable charges. Additional work, parking, waiting time or repeat-visit charges require an agreed pricing basis; these terms introduce no automatic fixed cancellation or call-out fee. Any charges for a missed appointment or cancellation must have been disclosed and agreed and be reasonable and lawful.

10.3 Consumer withdrawal and cancellation are governed by applicable law and the pre-contract information supplied. Work during a statutory withdrawal period requires the consumer's express request and the legally required information and acknowledgements. Installation or use does not automatically remove the right to withdraw from a product purchase. Payment for work already performed and any product value reduction are assessed under the applicable statutory rules. No new withdrawal exception is created by these terms.

10.4 Complaints may be sent to the company contact below. JML eplus responds within a reasonable time and proposes an appropriate investigation or remedy. The contract is governed by Dutch law, subject to mandatory consumer protections and the legally competent court for consumers. Variations require written agreement to the extent permitted by law; an invalid provision does not affect the remaining provisions insofar as they can lawfully stand independently.



Company details

JML Services VOF | trading as JML eplus

Chamber of Commerce 95057455

Vogelaer 11, 2675 SH Honselersdijk, Netherlands

info@jmleplus.nl | +31 (0)6 1566 0799

