

# Landstrom Customer Card



General Contractual Terms and Conditions of Stadtwerke Duisburg AG  
for onshore power connections [Date: 01.07.2024]

To better assist you, we have translated our onshore power supply contract for your convenience. Please note, however, that only the German version of the contract is legally binding. The translation is provided for informational purposes only.

## Sect. 1 Subject matter of the contract

- After conclusion of the contract the customer shall be given the possibility to use the onshore power connections of duisport – Duisburger Hafen AG [hereinafter „duisport“) and to supply its passenger and inland waterway vessels at the onshore power connections. The contract shall be concluded between Stadtwerke Duisburg, which acts as the commercial and technical operator of the onshore power connections, and the customer.
- Stadtwerke Duisburg basically offers the customer two options for the electrical supply of his passenger and inland waterway vessel, which are described under Sect. 2 [Customer Card of Stadtwerke Duisburg AG] and Sect. 3 [Ad-hoc charging via charging app].

## Sect. 2 Customer Card of Stadtwerke Duisburg

### 2.1 General information concerning the Customer Card of Stadtwerke Duisburg

- The customer has the possibility to request a Customer Card under [www.stadtwerke-duisburg.de](http://www.stadtwerke-duisburg.de). For this purpose, the customer shall create a profile on the portal with all relevant data. Stadtwerke Duisburg shall subsequently send the customer the Customer Card as well as all information relating to the supply process.
- With the PIN number and the contract number provided by Stadtwerke Duisburg [Contract ID] the customer can register in the Stadtwerke Duisburg portal [<https://sw-duisburg-landstrom.ladecloud.de>]. Directly after the successful registration process the customer shall receive an email from Stadtwerke Duisburg regarding the activation of the Customer Card.
- With the Customer Card the customer is entitled to use all onshore power connections operated by Stadtwerke Duisburg for the supply of passenger and inland waterway vessels.
- The Customer Card shall remain the property of Stadtwerke Duisburg. PIN number and contract number [Contract-ID] are to be stored carefully by the customer. In the event of loss of the Customer Card the customer is obliged to report the loss without delay to Stadtwerke Duisburg in writing by email [[landstrom@stadtwerke-duisburg.de](mailto:landstrom@stadtwerke-duisburg.de)]. Upon report of the loss Stadtwerke Duisburg shall block the previous Customer Card immediately.
- The customer is responsible for ensuring that the information provided in the Stadtwerke Duisburg portal is always correct and up-to-date. If the customer's personal data changes, they can change it in the portal or send the changes to Stadtwerke Duisburg by e-mail to [landstrom@stadtwerke-duisburg.de](mailto:landstrom@stadtwerke-duisburg.de).

### 2.2 Supply process flow with the Stadtwerke Duisburg Customer Card

- The customer shall select an onshore power connection.
- The customer shall authenticate itself via Customer Card [RFID card] at the onshore charging pole and start the supply process.
- The customer properly connects the passenger or inland waterway vessel to the onshore power connection. The plug shall be locked if this is technically possible.
- Once the connection process has been successfully completed, the customer unlocks the plug and removes the charging cable from the onshore charging pole and from their passenger and inland waterway vessel.

### 2.3 Prices for use of the onshore power connections

- The settlement of kilowatt hours [kWh] is made monthly. The invoice amount shall be collected directly after invoicing by SEPA mandate or credit card. All of the procured electricity is covered by the settlement.
- Stadtwerke Duisburg additionally offer the possibility of an ad-hoc use of the onshore power connections by app. A valid account at a payment service provider is necessary for this purpose. The user is at liberty to also use this access. More detailed information can be found in Sect. 3.
- The customer shall pay a monthly basic fee and for each supply process a consumer-based charge. The following gross prices shall apply:

#### Initial set-up of Customer Card

	Gross
Charging card set-up	EUR 24,99

#### Monthly basic fee per charging card

	Gross
Basic tariff	EUR 10,99

#### Prices per kWh

Conditions	Condition a) Reduced electricity tax in accordance with Section 9 para. 3 Electricity Taxation Act [StromStG]	Condition b) General electricity tax rate
	Gross	Gross
Onshore power connection from Stadtwerke Duisburg	51,00 ct/kWh	54,00 ct/kWh

- The stated amounts shall apply at all onshore power connections described under Point 2.1 para.3.
- Stadtwerke Duisburg or its service providers shall settle the services monthly in a verifiable manner. The customer shall receive the invoices via the Stadtwerke Duisburg-Portal and will be informed by email of new invoices in the portal. The invoice amount to be paid shall be due and payable at the time stated by Stadtwerke Duisburg and debited by SEPA direct debit or by credit card from the account stated by the customer in its portal. In case of default of payment Stadtwerke Duisburg is entitled to block the Customer Card.
- The customer can only offset against claims of Stadtwerke Duisburg with undisputed counterclaims or counterclaims that have been declared final and binding.

### 2.4 Value added tax

- Stadtwerke Duisburg AG shall principally invoice all revenue plus the applicable statutory value added tax [currently 19%]. In deviation from this a net invoice shall be created insofar as the customer either:
- provides proof of supply for maritime shipping pursuant to Section 8 German Value Added Tax Act [Umsatzsteuergesetz - UStG].
  - submits a certificate for resellers of electricity [VAT Act 1 TG]. In the event of incorrect / false details Stadtwerke Duisburg are entitled to retroactively invoice the value added tax.

### 2.5 Electricity tax

- A settlement with the „onshore power“ condition can only be claimed by customers who present a valid licence according to Section 9 para 3 Electricity Taxation Act [StromStG]. In case no permit is available condition b) shall be decisive.

### 2.6 Termination/term of the Customer Card

- This agreement shall begin with the issuing of the Customer Card and shall apply for an indefinite period of time. It may be terminated ordinarily by both parties with a period of notice of four weeks to the end of a month. The right to termination without notice for good cause remains unaffected. It is in particular deemed good cause if the customer does not settle outstanding payments despite a reminder within 14 days or if justified indications are available to Stadtwerke Duisburg for misuse of the Customer Card.
- The customer is obliged to return the Customer Card to Stadtwerke Duisburg after the end of the contractual term.
- Termination by the customer shall be effected digitally in the customer portal under „Membership“ [Cancellation of membership] and shall have the same effect as a written termination. Following the termination in the customer portal the customer shall receive a confirmation mail with the information regarding the expiry date.

## Sect. 3 Ad-hoc charging

### 3.1 General information

- With the charging app [ladeapp] Stadtwerke Duisburg guarantees discrimination-free access to all onshore power connections operated by Stadtwerke Duisburg by also enabling spontaneous customers to use the onshore power connection.
- With the assistance of the app, the customer can start and stop the supply process at an onshore power connection and pay for a supply process. The use is under certain circumstances subject to additional terms of use, which the customer has accepted towards the operator of the respective platform, through which it receives the app [for example Google Play or App Store from Apple].

### 3.2 Flow and payment of the charging process

- The customer shall select an onshore power connection.
- The customer shall initiate the supply process by scanning a QR code at the corresponding charging station.
- After scanning the QR Code the customer will be forwarded to the download page of the charging app [ladeapp] [if the app has not yet been installed] or to the charging app [ladeapp] directly. Alternatively, the customer might also start the charging process in the web browser.
- In the charging app, the customer can store their desired payment medium [e.g. credit card] and start the supply process after accepting the contractual terms and conditions and the prices for the supply and taking note of the data protection information.
- The customer properly connects the passenger or inland waterway vessel to the onshore power connection. The plug shall be locked if this is technically possible.
- The customer will receive a confirmation email for the supply process after the supply process has started.
- During the supply process, the customer has the option of tracking all relevant information on the supply process in the charging app [ladeapp].
- Immediately after the successful charging process, the customer receives a payment receipt as a PDF document by email.
- The customer pays the charge for the supply process using the desired means of payment.

### 3.3 Prices for ad hoc charging

- The customer shall pay a consumption-based charge for each supply process via „ad hoc supply“ and a basic fee per supply process analogous to the general prices for the use of onshore power connections.
- The amounts stated apply to all onshore power connections described under Subclause 3.1.

# Landstrom Customer Card

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for onshore power connections [Date: 01.07.2024]

## Sect. 4 Terms of use

- [1] The onshore power connections are to be used exclusively for their intended purpose and with the necessary care. Only vessels suitable for passenger and inland waterway transport may be supplied at the onshore power connections. The connection of other electrical consumers is expressly prohibited.
- [2] The customer must ensure that no DC leakage current occurs on board. Otherwise a supply is not permitted. Furthermore, the customer must ensure that the supply cable carried is in a proper and undamaged condition. In addition, all aids used by the customer must comply with the applicable legal regulations.
- [3] The customer is obliged to remove his passenger ship or barge from the onshore connection point immediately after the completion of the supply process.
- [4] Damage or error messages on duisport's onshore power connections must be reported without delay. In such a case, use of the onshore power connections may neither be started nor continued.

## Sect. 5 Liability

- [1] The customer shall be liable for all culpably caused damages to the onshore power connections caused by it or by third parties using the Customer Card provided to it. The Customer Card provides clear identification so that traceability is ensured.
- [2] If the Customer Card provided for the duration of the contract is lost, the customer shall receive a replacement card against reimbursement of a flat-rate fee. Information on this can be found in the product data sheet for the Customer Card.
- [3] The liability of Stadtwerke Duisburg and its vicarious agents is limited to wilful intent and gross negligence. The limitation of liability shall not apply to the breach of essential contractual obligations, i.e. obligations, the fulfilment of which is essential for the proper implementation of the contract and on the compliance with which the contractual partner may regularly rely [so-called cardinal obligations], as well as for harm to life, limb or health.

In the event of a slightly negligent breach of material contractual obligations and in the event of grossly negligent conduct by simple vicarious agents outside the scope of material contractual obligations, the liability of the contractual parties shall be limited to the foreseeable damages typical for the contract.

- [4] Stadtwerke Duisburg shall not be liable for any direct or indirect damages caused by the customer using the onshore power column contrary to the operating instructions or in any other improper manner.
- [5] Liability under the German Product Liability Act [Produkthaftungsgesetz] shall remain unaffected.

## Sect. 6 Personal data

- [1] Personal data are collected and used for settlement-related processes.
- [2] All personal data arising in the context of the contractual relationship shall be collected, processed, stored and used according to the respectively applicable regulations of the General Data Protection Regulation [GDPR] only for the purpose of implementing the contract and for the protection of Stadtwerke Duisburg's own legitimate business interests with regard to consulting, support and settlement of customers.

## Sect. 7 Final provisions

- [1] The validity of deviating terms and conditions is excluded, even if Stadtwerke Duisburg does not expressly object to such terms and conditions. Deviating agreements and amendments as well as collateral agreements must be made in writing. The waiver of the written form requirement must also be in writing.
- [2] Should one provision be or become invalid or unworkable in full or in part, or should a loophole be determined in the General Contractual Terms and Conditions, this shall have no effect on the validity of the remaining provisions of the General Contractual Terms and Conditions.
- [3] The place of jurisdiction for all disputes arising from the use of the 'Customer Card Onshore Power Supply' is Duisburg.

# Product datasheet

Date: 01.07.2024



## Tarif name

Customer Card Onshore Power Supply

## Scope of services

Use of the duisport - Duisburger Hafen AG onshore power connections

## Power quality

SWDU onshore power connection: Certified natural electricity according to TÜV SÜD

## Start of contract

Upon receipt of the contract confirmation.

## Contractual term

The contract shall begin when the Customer Card is issued and shall apply for an indefinite period of time.

## Period of notice

The contract can be terminated by either party with a period of notice of four weeks to the end of a month. The right to termination without notice for good cause remains unaffected. It is in particular deemed good cause if the customer does not settle outstanding payments despite a reminder within 14 days or if justified indications are available to Stadtwerke Duisburg for misuse of the Customer Card.

## Method of payment

By direct debit authorisation with SEPA core direct debit mandate or by credit card.

## Invoicing

The settlement of kilowatt hours (kWh) is made monthly. The customer shall receive the invoices via the Stadtwerke Duisburg-Portal and will be informed by email of new invoices in the portal. The invoice amount is collected immediately after invoicing by SEPA mandate or credit card.

## Price adjustment

Stadtwerke Duisburg is authorised to unilaterally adjust prices for the use of onshore power connections. The customer will be informed of price changes in text form six weeks before the price change comes into effect.

## Right of cancellation

14-day statutory right of cancellation from conclusion of contract

## Initial set-up of Customer Card

	Gross
Charging card set-up	EUR 24,99

## Monthly basic fee per charging card

	Gross
Basic tarif	EUR 10,99

## Prices per kWh

Conditions	Condition a) Reduced electricity tax in accordance with Section 9 para. 3 Electricity Taxation Act	Condition b) General electricity tax rate
	Gross	Gross
Onshore power connection from Stadtwerke Duisburg	51,00 ct/kWh	54,00 ct/kWh

The current SWDU onshore power conditions are published on the Stadtwerke Duisburg homepage and in the charging app (ladeapp). The amounts stated are gross and include VAT at the statutory rate (currently 19%).

## Component parts of the contract

Information on onshore power connections and onshore power prices

- [www.ladenetz.de](http://www.ladenetz.de)
- [www.stadtwerke-duisburg.de](http://www.stadtwerke-duisburg.de)
- charging app (ladeapp)

Kostenpauschalen	EUR
Zahlungserinnerung	0,00
Erste Mahnung	2,00
Zweite Mahnung	5,00
Customer Card Ersatz	15,00
Rückbelastungskosten	nach Aufwand

## Fault report number for onshore power connections

Onshore power connection point Stadtwerke Duisburg: +49 203 604 3777

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## Right of cancellation

Date: 01.07.2024

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### Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the date the contract is concluded.

To exercise the right to cancel, you must inform us (Stadtwerke Duisburg AG, Bungertstraße 27, 47053 Duisburg, Tel. 0203 39 39 39, E-Mail [service@stadtwerke-duisburg.de](mailto:service@stadtwerke-duisburg.de)) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample cancellation form, but this is not mandatory. You can also complete and submit the sample cancellation form electronically on our website. If you make use of this option, we will immediately send you a confirmation of receipt of the cancellation (e.g. by email). To meet the cancellation deadline, it is sufficient if you send your notification of exercising your right of cancellation before the cancellation period expires.

### Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment. If you have requested that the services or delivery of electricity/gas should begin during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

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### Compensation for lost value

By placing an order, you agree that delivery will be made before expiry of the cancellation period pursuant to Sects. 355 para. 2 sentence 1; 356 para. 2 no. 2 German Civil Code [Bürgerliches Gesetzbuch - BGB]. If the delivery request falls within the statutory cancellation period, you expressly request that the supplier Stadtwerke Duisburg AG begins delivery before the expiry of the cancellation period, insofar as this is possible. In the event that you effectively cancel the supply contract, you shall owe a reasonable amount as compensation for the value of the energy supplied up to that point.

Stadtwerke Duisburg AG  
 Customer service  
 Postfach 101354  
 PO Box 10 13 54  
 service@stadtwerke-duisburg.de

## Cancellation of my contract - Cancellation form

**To better assist you, we have translated our onshore power supply contract for your convenience. Please note, however, that only the German version of the contract is legally binding. The translation is provided for informational purposes only.**

If you wish to cancel the contract, please complete and return this form.  
 I/we hereby cancel the contract concluded by me/us for the provision of the following goods/services [please fill in]

Services [please fill in]

ordered on/received on [please fill in]

### 1. Name and address of the consumer[s]

Name*	First name*	
Street, house number*	Postcode*	City*
Telephone number	E-mail address	

### 2. Details of the point of consumption/supply address

Street, house number	Postcode	City
Contract account number		

Date*	<input checked="" type="checkbox"/>	Signature [only for notification on paper]
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\* Mandatory

**Company name**  
Supplier/Service provider



Stadtwerke Duisburg AG  
Customer service  
PO Box 10 13 54  
47013 Duisburg  
landstrom@stadtwerke-duisburg.de

## Declaration of supplies to maritime shipping in accordance with Sect. 8 VAT Act (UStG)

To better assist you, we have translated our onshore power supply contract for your convenience. Please note, however, that only the German version of the contract is legally binding. The translation is provided for informational purposes only.

### To be completed by the beneficiary

Calendar year  Representative for the company   
Sea-going vessel (name)  Address of the company   
IMO number  VAT ID No. and/or tax no. of the company   
Name of authorised signatory

As the [please tick]

Ship owner  Dispatcher  Charterer  Ship manager

I hereby declare that, according to the records in the logbook, the aforementioned sea-going vessel on the basis of [please tick]

the total distance travelled,  the time spent at sea,  the number of voyages (voyage)

has been on the high seas for at least 70% of the previous calendar year or, in the case of a newly completed seagoing vessel, there is a corresponding intention and the intention can be proven on the basis of objective documents, or the seagoing vessel is used [please tick]

for the rescue of shipwrecked persons  for coastal fishing

Furthermore, I declare that the sea-going vessel will be used 100% for commercial shipping for the

for the transportation of passengers,  transportation of goods (including coastal fishing).

Name of authorised signatory  Title   
Date  Signature