

General Terms and Conditions for the Operation of Charging Stations in the Swisscharge network

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Introductory Note: This English translation is for information purposes only.
The original German version is the legally binding document.

1. Scope

These General Terms and Conditions (GTC) apply to the supply and configuration of charging stations, the integration of the charging stations into the swisscharge.ch network, as well as to other services for the operation and maintenance of charging stations by swisscharge.ch AG (Swisscharge) for their charging station operators. Each charging station operator is thus a CPO (Charging Point Operator). The CPO and Swisscharge are referred to jointly as the parties. Swisscharge provides the services exclusively in accordance with these GTC, in the version in force on the date of conclusion of the contract. Furthermore, the provisions of the Swiss Code of Obligations apply.

Amendments and additions to these GTC agreed on a case-by-case basis are valid in law only if in written form and signed by both parties. Such individually concluded agreements take precedence over these GTC.

2. Offers and conclusion of contract

All Swisscharge offers, price and remuneration lists, product specifications and brochures are non-binding and may be amended or revoked at any time, unless expressly stated otherwise in the relevant document.

On request Swisscharge shall provide the CPO with a non-binding offer for the necessary services requested (software products) and for the optional services requested. If the CPO accepts the offer (order), this is deemed to be an offer to conclude a contract. By placing the order, the CPO agrees to these GTC.

The contract between Swisscharge and the CPO comes into force only with the approval of Swisscharge, which provides such approval (confirmation of order) by means of a written confirmation, the signature of a written contract or the performance of the transaction offered.

3. Services

3.1 Connection to the network

Swisscharge integrates the CPO's charging stations into its network. Both alternating current (AC) and direct current (DC) charging stations can be integrated into the network.

Integration into the network involves the registration of the charging stations into the Swisscharge backend system, including registration of the price model, the geo-position data for the correct display in the Swisscharge mobile applications and those of its roaming partners and the parameters for maximum performance. The individual charging stations can be configured, and load management can be established by Swisscharge as optional services.

The costs of connectivity to the charging station site (LAN connection or GPRS) are borne by the CPO.

The costs for the network connection are established in accordance with the Swisscharge price list in force at the time of concluding the contract.

3.2 Operational service (publiccharge)

Swisscharge operates the CPO's charging station in its network with its own software. The publiccharge network operated by Swisscharge includes the following services:

- Establishing the price structure of the charging stations;
- Restriction of access to the charging stations to a defined group of persons (e.g. employers, tenants, etc.) or the possibility of offering the services to these persons free of charge. The special services for the defined group of persons at a defined charging station are granted by agreement with Swisscharge and only within the publiccharge Premium model;
- The listing of the charging stations in the applications (web app, iOS, Android) and by Swisscharge partners;
- The operation of an identification system for access to the charging stations by means of the mobile applications, RFID card or direct payment by credit card;
- Invoicing the charging stations for the services purchased;
- Analysis of the services purchased at the charging stations;
- In the event of any malfunction or problems at the charging station, Swisscharge operates a 24-hour telephone helpdesk (365 days a year) for the CPO. The helpdesk remedies simple network malfunctions directly by means of remote access. In the case of infrastructure malfunctions, which require intervention on site, the helpdesk passes the malfunction on to the CPO's previously designated service partner;
- Where necessary, Swisscharge provides the CPO with SIM cards, which enable communication between the charging stations and the Swisscharge

network, against remuneration in accordance with the Swisscharge price list in force at the time of conclusion of the contract (including data volumes for the operation of the charging station).

3.3 Operational service (immocharge)

Swisscharge operates the CPO's charging station in its network with its own software. The immocharge network operated by Swisscharge includes the following services:

- The operation of an identification system for access to the charging stations by means of the mobile applications or RFID card;
- Restriction of access to the charging stations to a defined group of persons (e.g. employees, tenants, etc.) or the possibility of offering the services to these persons free of charge. The special services for the defined group of persons at a defined charging station are granted by agreement with Swisscharge;
- Invoicing the charging stations for the services purchased;
- In the event of any malfunction or problems at the charging station Swisscharge operates a 24-hour telephone helpdesk (365 days a year) for the CPO. The helpdesk remedies simple malfunctions to the network directly by means of remote access. In the case of malfunctions in the infrastructure, which require intervention on site, the helpdesk passes the malfunction on to the CPO's previously designated service partner;
- Where necessary, Swisscharge provides the CPO with SIM cards, which enable communication between the charging stations and the Swisscharge network via GPRS, against remuneration in accordance with the Swisscharge price list in force at the time of conclusion of the contract (including data volumes for the operation of the charging station).

3.4 Remuneration for the purchase of services

Swisscharge remunerates the CPO at least once per annum for the charging services purchased by the drivers of electric cars. For the charging services purchased Swisscharge pays the CPO the charging price valid at the time the charging service was purchased at the respective charging station. Remuneration is paid in accordance with the Swisscharge price list in force. Any taxes and duties currently due or due in the future on the services provided by Swisscharge as a result of its contractual relationship with the CPO are borne by the CPO.

The CPO shall receive a credit notice in the agreed form. The CPO must raise objections to the credit notice in writing to Swisscharge within 30 days from the date of the credit note, otherwise this, including all the data therein, shall be deemed correct, complete and accepted without reservation.

4. Optional services

4.1 Delivery with installation

A logistics firm commissioned by Swisscharge (transporter) shall deliver to the CPO the charging stations ordered (hardware products) directly to the agreed delivery address. An electrical installation firm commissioned by Swisscharge shall install the hardware products ordered at the agreed location of the CPO.

The transfer of use and risk to the CPO takes place when the newly installed charging stations are commissioned.

4.2 Delivery without installation

A logistics company commissioned by Swisscharge (the "carrier") shall deliver the charging stations ordered (hardware products) directly to the CPO at the agreed delivery address.

The transfer of use and risk to the CPO takes place on the unloading of the hardware products at the delivery address.

The CPO or its representative must inspect the hardware products for defects. Obvious defects must be immediately noted in writing on the delivery note and signed by the carrier. Other complaints and defects, where justified, are taken into account, only if they are reported to Swisscharge in writing immediately on their discovery. The CPO bears the burden of proof of the existence of defects.

In the case of a timely and justified notice of defects, the CPO has the exclusive right to a replacement delivery of defect-free goods, excluding the right of cancellation and reduction. Claims for compensation in damages arising from warranty rights are, insofar as legally admissible, excluded.

4.3 Delivery period and delivery deadline

As part of the ordering process Swisscharge agrees the delivery deadline with the CPO and confirms this in the order confirmation. Since the delivery depends on the availability of the manufacturer of the hardware products, as a matter of principle

Swisscharge is free to determine the delivery deadline. The delivery period shall be notified in advance by telephone by the carrier.

Unless otherwise agreed, deliveries are made solely on weekdays.

4.4 Maintenance and servicing

As the service partner of the CPO, Swisscharge may on request take over the annual onsite servicing (including documentation) of the charging station. In addition, Swisscharge guarantees a repair service in the event of malfunctions of the charging infrastructure during the hours of business published on the Swisscharge website www.swisscharge.ch. The response time is 8 hours.

5. Services of the CPO

5.1 Provision of access to charging stations

The CPO provides drivers of electric cars with valid access to the Swisscharge network with the possibility of recharging vehicles at its charging station. Valid access is deemed to be proof of registration with Swisscharge (app, RFID card, direct payment by credit card) or a valid means of identification for a roaming partner.

Charging stations with the immocharge model are excluded (cf. para 3.3); these are exclusively designated for a restricted group of persons (e.g. employees, tenants) or for demonstration purposes.

5.2 Guarantee of safety and servicing

The CPO is solely responsible for compliance with all relevant electrotechnical and other safety provisions related to the construction and operation of the charging stations and for the professional servicing of the charging stations, unless it has commissioned Swisscharge to carry out the optional delivery and installation of hardware products and/or optional services for the operation and/or servicing of charging stations.

5.3 Guarantee of repair readiness

The CPO is responsible for ensuring that it guarantees a repair service using appropriate means with certified procedures and qualified staff.

5.4 Guarantee of communication

The CPO shall ensure through appropriate means the safe, stable communication of its charging stations with the Swisscharge system.

6. Payment Conditions

6.1 Prices

The prices in accordance with the price list are in Swiss francs, without any deductions whatsoever. All incidental costs, such as costs of freight, insurance or import permits shall be borne by the CPO. Similarly, the CPO shall bear the cost of all kinds of tax, duty, fees and customs duties.

The price stated in the confirmation of order or the contract is binding. However, Swisscharge reserves the right to make price adjustments, which it will notify the CPO of in writing, subject to a three-month notice period. In the case of price adjustments, the CPO has the right of extraordinary termination of contract. The CPO is entitled, subject to a two-month notice period, to terminate the contract in writing.

6.2 Invoicing

Swisscharge shall invoice the CPO for the services purchased per charging station at least once per quarter at the price stated in the confirmation of order or in the contract.

Unless otherwise agreed in the confirmation of order or in the contract, all prices are exclusive of value added tax.

6.3 Remuneration

Swisscharge shall pay the CPO the income from the charging stations at least on a quarterly basis. The income shall be paid no later than 45 days from the end of the period.

6.4 Payment conditions

Invoices are payable within 30 days of the invoice date. If by the due date the CPO has neither paid the invoice nor raised a reasoned objection in writing, it shall automatically fall into arrears and, insofar as admissible in law, Swisscharge may interrupt the provision of all services, take further measures to prevent cumulative damage and/or terminate an order or a contract without notice and without compensation. The CPO shall bear all costs incurred by Swisscharge due to the delay in payment. In the event of late payment, a reminder fee of CHF 30.– applies per reminder. Further fees are governed by the terms of latepay.ch.

If Swisscharge has doubts regarding compliance with the contractual terms of payment or if it is possible that difficulties of debt collection may arise, Swisscharge is entitled to require a payment in advance or a security. If the CPO fails to provide this, Swisscharge may take the same measures as in the case of late payment.

6.5 Prohibition of offsetting

The offsetting of claims of the CPO against Swisscharge with claims of Swisscharge against the CPO is excluded.

7. Warranty and liability

Swisscharge warrants that the services provided by it in accordance with these GTC are performed in accordance with the state of the art and the electrotechnical safety provisions in force.

Swisscharge accepts liability for itself and its staff only for material damage and personal injury caused by culpable intent or gross negligence. Any further liability whatsoever of Swisscharge, in particular for direct or indirect damage (financial loss, disruption to operation) is, insofar as admissible in law, excluded.

8. Term and termination of contract

The contract between the parties is concluded for an indeterminate period and may be terminated by either party by giving three months' notice in writing.

The CPO's charging stations, which are integrated into the Swisscharge network, can also be cancelled individually. The services ordered may be cancelled individually and for each charging station in accordance with the above-mentioned cancellation period.

Either party may terminate the contract at any time for good cause. Good cause is deemed to be any circumstance, which makes it unreasonable for the party terminating the contract to continue to be bound by the contract until the next ordinary termination date, in particular any gross breach of contract by the other party.

9. Data protection

Swisscharge only processes data that is required for the provision of the services, the development and maintenance of the CPO relationship, operational safety and invoicing. If a service is provided jointly by Swisscharge and a third party, Swisscharge is entitled to disclose data about the CPO to this third party, insofar as this is necessary for the provision of the service. As part of the processing of personal data, required for the conclusion of a contract, Swisscharge may transfer data to authorities or companies, which are entrusted with credit reporting or debt collection, insofar as this is performed for the checking of creditworthiness or for the assertion of claims.

Swisscharge is entitled to process data for marketing purposes. The CPO can prohibit the processing of its data for marketing purposes at any time by written notification to Swisscharge.

10. Final provisions

10.1 Amendments of these GTC

Swisscharge reserves the right to amend these GTC at any time. The CPO shall be notified in appropriate form in advance of any amendments. If the amendments are disadvantageous for the CPO, it may, without any financial consequences and until the amendment has come into force, terminate the agreement prematurely. If it fails to do so, it is deemed to have accepted the amendments.

10.2 Assignment

The parties undertake to assign all rights and obligations arising from these GTC to any legal successors and to require them to continue to do so in the same way.

10.3 Applicable law, place of performance and court of jurisdiction

The legal relationship is governed by Swiss law. The application of international private law, including its conflict-of-law rules, or other agreements based on international treaties is expressly and fully excluded.

The place of performance is Gossau SG. This also applies if the hardware products are handed over at a different location.

The exclusive place of jurisdiction is Gossau SG. Swisscharge is, however, entitled to bring an action against the CPO at the latter's registered office.