

GTC for the Purchase of Battery Energy Storage Systems (BESS) of TESVOLT AG

As of July 01, 2024

TESVOLT AG develops and manufactures, among others, high-quality and compact energy storage solutions based on lithium-ions. These General Terms and Conditions apply to the purchase of Battery Energy Storage Systems (BESS) which generally exceed the storage capacity of 1 MWh ("TESVOLT-BESS").

The TESVOLT – BESS typically consist of a container as a housing including lightning and fire alarm systems, the battery modules consisting of several battery cells, the Active or Dynamix Battery Optimizer (ABO/DBO) and the Active Power Unit (APU), racks, heating, ventilation, air conditioning, the wiring and fuses as well as the operating software installed on the TESVOLT - BESS. In addition, the TESVOLT scope of delivery may include other components such as medium-voltage switchgear, inverter or converter and fire extinguishing system. The following General Terms and Conditions apply to the purchase, delivery, installation and commissioning of TESVOLT - BESS and its components.

1. Scope of the General Conditions

1.1. These General Terms and Conditions ("GTC") apply to contracts between TESVOLT AG ("TESVOLT") and its customers which relate to the purchase and, where applicable, delivery, installation and commissioning of TESVOLT storage systems as well as its components TESVOLT - BESS. In the following, the term "TESVOLT - BESS" refers to complete energy storage units as well as to individual components and accessories of TESVOLT - BESS. Offers from TESVOLT based on these conditions are directed exclusively at entrepreneurs and commercial resellers, but not at consumers.

1.2. The contractual partner of the customer will be:

TESVOLT AG
Am Heideberg 31
D-06886 Lutherstadt Wittenberg
Germany
Registered at Stendal Local Court
Commercial Register No.: HRB 31785
VAT ID No: DE296431494

1.3. These GTC shall only be superseded by individual written agreements between the customer and TESVOLT. Deviating general terms and conditions of the customer shall only apply if expressly confirmed in writing by TESVOLT.

2. Conclusion of the contract

2.1. TESVOLT and the customer jointly determine the specifications of the TESVOLT - BESS requested by the customer based on the information provided by the customer. As a rule, TESVOLT provides the customer with an initial indicative non-binding offer. After agreement on the exact specification between TESVOLT and the customer, TESVOLT will provide a final non-binding offer. TESVOLT – BESS All offers by TESVOLT - whether in writing, by e-mail, on the Internet, in brochures, advertisements, other advertising materials or in consultation meetings - serve solely to inform the customer and do not constitute a legally binding offer by TESVOLT to conclude a contract.

2.2. By sending or handing over the order documents to TESVOLT, the customer submits a binding offer to conclude a contract for the delivery and, if applicable, the installation and/or commissioning of the TESVOLT - BESS.

2.3. TESVOLT confirms the acceptance of this offer to the customer within four weeks with a order confirmation. The contract is concluded when the customer receives the order confirmation. A confirmation of receipt of the binding offer does not constitute acceptance. It only informs about the receipt of the order documents.

2.4. Insofar as TESVOLT or the web pages of TESVOLT offer or produce drawings, diagrams, technical calculations (e.g. for the design of TESVOLT energy storage systems), financial calculations and/or

forecasts, yield calculations and/or calculations for the economic efficiency of TESVOLT - BESS, these are merely non-binding examples. Only the agreed and offered specifications are authoritative. TESVOLT assumes no liability for their correctness unless they are designated as binding by TESVOLT in individual cases. Furthermore, they do not constitute a basis for the conclusion of the contract.

3. Main obligations of TESVOLT

3.1. TESVOLT undertakes to plan the TESVOLT - BESS specified in the order confirmation in accordance with the generally recognised rules of technology and in accordance with section 12.1, to manufacture and to deliver the TESVOLT - BESS to the customer in accordance with section 7. Unless otherwise agreed in writing in individual cases, TESVOLT shall owe neither the installation nor the commissioning of the TESVOLT - BESS.

3.2. TESVOLT reserves the right to make technical changes to TESVOLT - BESS as well as changes in shape, colour and/or weight, insofar as they are insignificant for the intended use of the TESVOLT - BESS or are beneficial to the customer, correspond to the state of the art and do not incur any additional costs for the customer.

3.3. TESVOLT shall be entitled to have the contractual services performed in whole or in part by third parties.

4. Delivery and installation of the TESVOLT - BESS

4.1. The delivery date and, if applicable, the installation date of the TESVOLT - BESS are stated in the order confirmation. If delivery of the TESVOLT - BESS ex works (EXW), free carrier (FCA) or carriage paid to (CPT) has been agreed in accordance with the rules of the International Chamber of Commerce (ICC) for the interpretation of national and international trade clauses (INCOTERMS) applicable at the time the contract is concluded, the delivery periods and delivery dates shall refer to the time the TESVOLT - BESS is made available at TESVOLT's works.

4.2. The installation of the TESVOLT - BESS requires the timely and proper fulfillment of the customer's obligations according to Sections 8 (payment obligations) and 9 (cooperation obligations) as well as the clarification of all technical questions and the fulfillment of all existing cooperation obligations.

4.3. Information on delivery dates is based on the current planning status and is non-binding unless otherwise assured in writing. If a delivery date agreed in writing is exceeded, the customer shall initially grant TESVOLT a reasonable grace period of at least two weeks.

4.4. The delivery date is subject to correct and punctual delivery to TESVOLT by sub-suppliers.

5. Operating software and updates

5.1 Insofar as this is necessary or deemed reasonable by TESVOLT, TESVOLT may update the operating software installed on the TESVOLT - BESS from time to time and provide the respective update.

5.2 The provision of updates shall be limited to the duration of any warranty period, but at least 3 years after the transfer of risk in accordance with Section 14.

5.3 The type of provision shall be made at the reasonable discretion of TESVOLT for downloading via the Internet or in another suitable manner. TESVOLT may notify the customer of a corresponding update by e-mail to the e-mail address provided by the customer or another e-mail address of the customer known to TESVOLT or in a portal designated by TESVOLT.

5.4 In the event that the customer opts for any automatic download and installation function of updates offered by TESVOLT, the Customer shall ensure a functioning Internet access in order to enable the smooth updating and commissioning of the updates.

5.5 It is the customer's responsibility to ensure that the update is installed on the TESVOLT - BESS. If an update is not installed, full functionality of the TESVOLT - BESS may not be guaranteed. The customer cannot derive any rights from a malfunction of the TESVOLT - BESS which is based on outdated operating software.

5.6 If the customer uses the TESVOLT - BESS together with other components or systems, it is his responsibility to check the compatibility of updates of the TESVOLT - BESS with such components or systems in advance.

6. Default of acceptance

6.1. If the customer is in default of acceptance, cancels agreed dates at short notice (less than two weeks before the respective date), makes false statements in the ordering and coordination process or culpably infringes other duties to cooperate, TESVOLT shall be entitled to suspend the services owed until the end of the default or the performance of the required cooperative action and to demand compensation for the damage incurred, including any additional expenses. Further claims or rights remain reserved.

6.2. The costs for the storage of the TESVOLT - BESS shall be borne by the customer during the default of acceptance. The costs are calculated at a flat rate of 0.75 Euro (net) per day per m² of the required storage area.

6.3. In the event of default of acceptance by the customer, TESVOLT may withdraw from the purchase contract after expiry of a reasonable period for acceptance of the TESVOLT - BESS. In this case, TESVOLT can demand a lump sum compensation from the customer in the amount of 30% of the net purchase price as the TESVOLT - BESS has been manufactured customer-specifically for the individual case. The damages shall be set higher or lower if TESVOLT proves higher damages or the customer proves lower damages.

7. Place of fulfilment / Duties of the customer

7.1. The place of fulfilment for all obligations arising from the contractual relationship shall be the place of delivery stated in the offer and the order confirmation. If no express place of delivery is named, the delivery and mode of transport of the TESVOLT - BESS ex works (EXW; Am Heideberg 31, 06886 Lutherstadt Wittenberg, Germany) is agreed in accordance with the INCOTERMS valid at the time of conclusion of the contract.

7.2. In the case of delivery EXW or FCA according to the INCOTERMS valid at the time of the conclusion of the contract, the delivery of the TESVOLT - BESS to the customer or the commissioned transport company is subject to compliance with all necessary requirements for the performance of dangerous goods transports, in particular the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR). In this respect, the customer shall ensure that the freight carrier commissioned by him to collect the goods fulfils all applicable obligations for collection in accordance with the requirements of the ADR. The freight carrier must provide TESVOLT with the necessary documentation and all necessary protective measures when collecting the goods. TESVOLT is obliged to check every collection for compliance with the requirements of the ADR. If the specifications are not fulfilled, TESVOLT will not agree to the handover of the TESVOLT - BESS.

7.3. Unless otherwise agreed in the order confirmation, the customer must procure the import permit or other official permits at his own risk and expense and complete all customs formalities for importing the goods.

7.4. Partial deliveries and partial performances by TESVOLT are permissible, as far as these are not unreasonable for the customer.

7.5. The goods must be subjected to an external visual inspection by the Customer immediately upon receipt. Visible damage to the packaging must be noted on the consignment note when acknowledging receipt of the TESVOLT - BESS.

7.6. Defects which are obvious or which become apparent upon proper inspection must be reported to TESVOLT in text form at the latest five calendar days after handover of the TESVOLT - BESS to the customer.

7.7. TESVOLT shall be notified of non-obvious defects in writing within a period of five days after their discovery.

7.8. The Customer must comply with the TESVOLT "Handling and Warehousing" guidelines, which can be found on the TESVOLT website at <https://www.tesvolt.com/de/downloads.html>. The customer is obliged to store the TESVOLT - BESS properly as soon as it is handed over and to protect it against any damage, such as deep discharge or freezing, as well as against destruction, loss and against unauthorised access by third parties. In addition, the customer must comply with the temperature limits and humidity limits specified in the "Technical Data Sheet" of the relevant TESVOLT - BESS from the time of handover, available at <https://www.tesvolt.com/en/service/downloads.html>.

7.9. When the TESVOLT - BESS is handed over to the customer, TESVOLT will provide the customer with a draft of the commissioning protocol in electronic form (e.g. USB stick). The customer is obliged to ensure that the commissioning protocol is completed, signed and sent to TESVOLT by letter mail or e-mail immediately after commissioning.

8. Prices, Invoicing and Payment

8.1. The purchase price owed is a lump sum. The price applies ex works (EXW) according to INCOTERMS, exclusive of packaging and transport, unless otherwise agreed between the parties. The prices for packaging and transport will be invoiced separately. In addition to the purchase price, the value added tax applicable at the time of handover is to be paid unless it is to be borne directly by the customer to the responsible tax authority due to the circumstances of the individual case (e.g. reverse charge procedure).

8.2. All invoice amounts are due for payment without deduction at the latest 14 calendar days after receipt of the invoice by the customer. A discount deduction is not permitted unless this has been expressly agreed with the customer.

8.3. If the customer is in delay with payment of an invoice amount, interest on arrears shall be payable at the statutory rate.

8.4. If, in case of arrears with payment, a new request for payment or the collection of the amount by a representative becomes necessary, TESVOLT shall invoice the customer for the costs incurred thereby. The basis of calculation shall be proven at the customer's request. In the case of a flat-rate calculation, this must be comprehensible to the customer and must not exceed the damage to be expected in the normal course of events. The customer is also permitted to prove that such costs have not been incurred or are significantly lower than the lump sum.

8.5. After delivery as well as installation and acceptance of the TESVOLT - BESS the customer receives a final invoice.

8.6. The customer may only offset claims of TESVOLT against undisputed or legally established counterclaims. This does not apply to claims of the customer against TESVOLT due to complete or partial non-fulfilment or defective fulfilment of a delivery or installation obligation.

8.7. The customer is entitled to assign or transfer claims from this contract only after prior written consent by TESVOLT.

9. Increase in the cost price of TESVOLT

9.1. If more than four month elapse between the conclusion of the contract and the contractually agreed delivery date, TESVOLT is entitled to increase the prices of the TESVOLT - BESS by means of a unilateral declaration if one or more of the following components increase after the conclusion of the contract and this also directly increases TESVOLT's cost price for the provision of TESVOLT's services: material production and procurement costs, product procurement costs, energy costs, labour costs, costs due to environmental regulations, currency regulations or changes in customs duties, freight costs or public charges. The price change must correspond to the increase in TESVOLT's cost price and may only take effect from the date of the respective increase in TESVOLT's cost price. When calculating the price change, countervailing cost reductions in the aforementioned components must be taken into account. However, a price change may not be made if TESVOLT itself is responsible for the cost increase.

9.2. In the event of any further increase in the increase in TESVOLT's cost price after the respective last price change, the above Section 9.1 shall apply accordingly.

9.3. If the components mentioned in Section 9.1 and consequently also the cost price of TESVOLT are reduced without the cost reduction being compensated by an increase in other of the mentioned components, TESVOLT is obliged to pass on the cost reduction to the customer without delay by means of a unilateral declaration by way of a price reduction.

10. Installation and commission of the TESVOLT - BESS

10.1. Insofar as TESVOLT has undertaken in individual cases to install and/or commission the TESVOLT - BESS in addition to the delivery of the TESVOLT - BESS and/or to install updates on the TESVOLT - BESS, the following provisions of Sections 8.2 to 10.9 apply.

10.2. The TESVOLT - BESS and further components depending on the agreed scope of services will be

- a. installed at the jointly agreed installation location,
- b. connected with the electricity system of the respective building or land for the provision of auxiliary power, and
- c. commissioned

by TESVOLT.

10.3. The customer is obliged to check and create the necessary conditions for the installation and/or commissioning of the TESVOLT - BESS at his own expense and to take all necessary measures to protect the delivery and installation personnel. This includes in particular

- a. the provision of levelled, free and - if necessary - suitable access routes for heavy goods vehicles as well as the provision of free and levelled installation areas for the TESVOLT - BESS,
- b. the installation or laying of the necessary electrical lines, distribution boards and supply systems for the building or site,
- c. the provision of the necessary connections to the building's electrical wiring, distribution and supply systems or the transfer station,
- d. the unsolicited provision of all necessary information on the location of concealed electricity, gas and water lines or similar installations as well as any necessary static information or information on the nature of the soil,
- e. if there is to be a connection to the electricity grid of the general supply network (grid connection): the creation of a new grid connection or the modification and maintenance of the existing grid connection for electricity procurement and for electricity feed-in,
- f. checking the electrical system at the installation site for suitability or establishing the suitability of the existing electrical system for the installation and operation of the TESVOLT - BESS,
- g. compliance with the applicable safety, health, employee protection and environmental protection regulations, and
- h. the declaration of freedom from explosive ordnance

10.4. The customer shall provide the electricity and water at his own expense.

10.5. After the commissioning of the TESVOLT - BESS, the customer is obliged to accept the installation services of TESVOLT. Acceptance requires countersigning the TESVOLT commissioning protocol for the operability of the TESVOLT - BESS. Acceptance may not be refused on the grounds of insignificant defects.

10.6. If the customer refuses to declare acceptance of the installation services, acceptance shall nevertheless be deemed to have taken place if the customer uses the TESVOLT - BESS in the manner intended, the preconditions for acceptance pursuant to Section 8.5 are met, TESVOLT has set an appropriate deadline for declaration of acceptance by the customer and TESVOLT has informed the customer at least in text form of the fiction of acceptance and its consequences.

10.7. The application for and procurement of all approvals, consents and permits required for the grid connection of the TESVOLT - BESS is the exclusive responsibility of the customer. He must also ensure that the TESVOLT - BESS is registered on a portal designated by TESVOLT following commissioning.

10.8. Possible fees or grid connection costs as well as other costs to be paid to the electricity grid operator in connection with the grid connection, the commissioning and/or the operation of the TESVOLT - BESS are not included in the purchase price and shall be borne by the customer.

10.9. TESVOLT always executes the commissioning or trial operation of the TESVOLT - BESS on behalf of the customer. At no time does TESVOLT itself become the operator of the TESVOLT - BESS. The customer shall be responsible for all rights and obligations of the operator of an energy storage system in accordance with the applicable legal provisions. This includes in particular the fulfilment of energy and tax law obligations with regard to the operation of the TESVOLT - BESS, reporting and

notification obligations and obligations to pay taxes, fees and levies on the stored and withdrawn electricity.

11. Insurance

11.1. TESVOLT shall maintain a business liability insurance with a minimum coverage of EUR 5,000,000 per loss event for personal injury and property damage and shall provide proof to the customer upon request.

11.2. TESVOLT shall insure the TESVOLT - BESS against fire, water, theft and transport damage until the transfer of risk in accordance with Section 13

11.3. The customer is obliged to maintain an all-risks insurance at replacement value via the TESVOLT - BESS from the transfer of risk in accordance with Section 14 until the transfer of ownership in accordance with Section 14 his own expense. If it is objectively not possible or economically unreasonable for the customer to take out an all-risks insurance policy, the TESVOLT - BESS must at least be insured against fire, water, theft and transport damage at replacement value. The customer hereby assigns to TESVOLT any claims it may have against its insurance company in the event of damage, insofar as they relate to the ownership or co-ownership of TESVOLT; TESVOLT accepts the assignment.

12. Other obligations of the customer

12.1. TESVOLT plans the TESVOLT - BESS, in particular with regard to capacity and performance, based on the information provided by the customer. The customer must carefully check the information provided. When planning and manufacturing the TESVOLT - BESS, TESVOLT must rely on the fact that the information provided by the customer, which is incorporated into the planning of the TESVOLT - BESS, is free of errors. TESVOLT shall not be obliged to check the information provided by the customer - except for plausibility.

12.2 The customer shall be obliged to grant TESVOLT, or third parties commissioned by TESVOLT, unhindered and safe access to the TESVOLT - BESS and to the property insofar as this is necessary for the installation and commissioning of the TESVOLT - BESS or for the implementation of measures to eliminate defects. 12.3 The customer or the operator of the TESVOLT - BESS shall provide TESVOLT with evidence of all approvals and rights required for the construction and operation of the TESVOLT - BESS and other components to be supplied (in particular approval of the building application, other approvals under public law such as fire protection concept, grid connection approval incl. connection conditions, land use rights, noise protection regulations and explosive ordnance disposal).

12.4 Prior to delivery of the TESVOLT - BESS, the customer shall provide a foundation for the TESVOLT - BESS that has been checked and levelled by a structural engineer.

12.5 Other necessary civil engineering work, in particular for laying cables, must also be carried out by the customer before delivery of the TESVOLT - BESS.

12.2. 12.6 In the event that the customer's e-mail addresses known to TESVOLT change or lose their validity, the customer is obliged to inform TESVOLT accordingly and, if necessary, to provide a new e-mail address for communication with TESVOLT.

13. Transfer of risk

13.1. The risk of accidental loss and accidental deterioration of the TESVOLT - BESS shall pass to the customer depending on the agreed place of fulfilment and the agreed transport clause according to the INCOTERMS valid at the time of the conclusion of the contract.

13.2. Insofar as the handover and mode of transport EXW is agreed in accordance with Section 7.1 Sentence 2, the risk of accidental loss shall pass to the customer with the provision of the TESVOLT - BESS at the works (EXW; Am Heideberg 31, 06886 Lutherstadt Wittenberg, Germany).

13.3. Also, if the parties have agreed upon the installation and commissioning of the TESVOLT - BESS in addition to the delivery according to Section 10.1 risk of accidental loss shall pass to the customer upon handover of the TESVOLT - BESS to the customer. As far as the handover of the TESVOLT - BESS and its installation take place on different dates, the customer is obliged to store the TESVOLT

- BESS properly from the time of handover and to protect it against damage, freezing, destruction, loss and against unauthorized access by third parties.

14. Retention of title and transfer of ownership

14.1. TESVOLT retains ownership of the TESVOLT-BESS until all claims arising from the delivery contract have been paid in full. This also applies to all future deliveries, even in the event that TESVOLT does not always expressly refer to this. The retention of title thus serves to secure all currently existing and future claims arising from the supply relationship between TESVOLT and the customer.

14.2. As long as ownership has not yet been transferred, the customer must inform TESVOLT immediately in writing if the delivered TESVOLT-BESS is seized or exposed to other interventions by third parties. Furthermore, the customer shall immediately point out that the TESVOLT-BESS is the property of TESVOLT. Furthermore, the customer is obliged to provide TESVOLT with all information and documents required for a third-party claim proceeding in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to reimburse TESVOLT for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the resulting loss.

14.3. During the existence of the retention of title, the TESVOLT-BESS may not be pledged or otherwise encumbered with the rights of third parties. However, the customer is authorized to use the TESVOLT-BESS or to resell it to a third party ("end customer") in the ordinary course of business without disclosing the existing retention of title. For his part, he may agree a retention of title without this transferring the reserved ownership of TESVOLT to the end customer. The customer's claims from a resale are already now assigned in full to TESVOLT. If the TESVOLT-BESS is sold by the customer together with other goods not belonging to TESVOLT, the claim shall only be assigned to TESVOLT in the amount of the purchase price agreed between the customer and TESVOLT.

14.4. To secure the claims against the customer, the customer also assigns to TESVOLT such claims against a third party that accrue to the customer through the connection of the TESVOLT-BESS or components of it with a property. TESVOLT hereby accepts the assignment. Until revoked, the customer is entitled to collect the claims assigned to TESVOLT. TESVOLT's right to collect the claim itself remains unaffected. However, TESVOLT will not collect the claim itself as long as the customer is not in default with its payment obligations from the delivery contract.

14.5. TESVOLT undertakes to release securities to which TESVOLT is entitled at the customer's request insofar as their value exceeds the claims to be secured by more than 20%.

15. Software- and copyright protection

15.1. The customer is granted a non-exclusive and non-transferable right of use for the software included in the scope of delivery for the operation and monitoring of the TESVOLT - BESS including its documentation. Software is provided exclusively for use on the delivered TESVOLT - BESS.

15.2. Any further use by the customer or third parties beyond the scope of a backup copy made for own purposes is not permitted. Prohibited uses are in particular any duplication, revision or translation of the software, as well as a conversion of object code into source code.

15.3. TESVOLT reserves the right of ownership and copyright to illustrations, drawings and calculations. These documents and data may not be made accessible to third parties. This applies in particular to documents and data that are designated as confidential. The customer requires the express written consent of TESVOLT before passing them on to third parties.

16. Warranty rights and defects

16.1. In the event of defects, TESVOLT shall, at its option, remedy the defect or deliver a replacement. In the event that the defect is remedied, TESVOLT shall bear the transport, travel, labour and material costs. § 445a BGB (German Civil Code) remains unaffected by this.

16.2. The customer's warranty rights require that he has properly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code) and has notified any defects found in accordance with Sections 7.5 - 7.7

16.3. If TESVOLT has not properly fulfilled its obligations within a reasonable period of time, which enables TESVOLT to carry out at least two attempts at rectification, the customer shall be entitled, at

his option, to reduce the remuneration or to withdraw from the contract. Withdrawal is, however, excluded if the defect is minor.

16.4. The battery cells contained in the TESVOLT - BESS are subject to a continuous reduction in performance (so-called degradation) due to ageing of the materials or the reduction in the efficiency of battery cells caused by ageing. This degradation does not constitute a material defect but is regarded as an agreed condition of the TESVOLT - BESS. A deep discharge due to a failure to cycle the TESVOLT - BESS after the time of handover, as well as the natural wear and tear of wear parts of the TESVOLT - BESS (e.g. fans or filters), do not constitute a material defect.

16.5. If the Customer has provided incorrect information contrary to Section 12.1, a condition of the TESVOLT - BESS based on this incorrect information shall not constitute a material defect.

16.6. In case of warranty TESVOLT is entitled to replace either individual defective parts of the TESVOLT - BESS or to replace the complete module or components of the TESVOLT - BESS.

16.7. The limitation period for warranty claims for defects is two years. It begins with the handover of the item to the customer. § 445b BGB (German Civil Code) remains unaffected by this.

16.8. Place of rectification is the place of fulfilment according to Section 7.1.

16.9. Parts or components of the TESVOLT - BESS, which are disassembled and replaced in the course of a measure to eliminate a defect, become the property of TESVOLT.

16.10. In the event of a warranty claim, the customer shall be obliged to provide TESVOLT with all information necessary for the examination of the warranty claim and, if applicable, for rectification and to cooperate in the examination of the warranty claim and, if applicable, the rectification, in particular

- a. to send TESVOLT the commissioning protocol of the TESVOLT - BESS unless the commissioning protocol has already been sent to TESVOLT;
- b. to provide TESVOLT or a third party assigned by TESVOLT with the logging file of the TESVOLT - BESS if possible, or provide TESVOLT or a third party assigned by TESVOLT with access to the logging file or make all necessary declarations so that TESVOLT or a third party assigned by TESVOLT receives the logging file or access to the logging file from the third party;
- c. to provide TESVOLT or a third party assigned by TESVOLT with remote access to the TESVOLT monitoring software contained in the TESVOLT - BESS, e.g. BATMON; TESVOLT or a third party assigned by TESVOLT shall instruct the customer how to do so; and
- d. to provide TESVOLT or a third party assigned by TESVOLT, upon request, with information on repair, care and maintenance measures carried out on the TESVOLT - BESS, such as maintenance protocols.

16.11. Claims of the customer against TESVOLT, which are based on a separate manufacturer guarantee or a separate service contract, remain unaffected.

17. Liability

17.1. TESVOLT shall be liable without limitation for intent and gross negligence.

17.2. TESVOLT shall only be liable for slight negligence - except in the case of injury to life, body or health of a person - if essential contractual obligations are breached. In this case, liability is limited to the foreseeable damage typical for the contract. Essential contractual obligations of TESVOLT are, i.e. such obligations which arise from the nature of the contract and the fulfilment of which makes the proper performance of the contract possible in the first place and on the fulfilment of which the customer therefore relies and may rely (*Kardinalpflichten*). In this case, liability is limited to the damage that TESVOLT foresaw as a possible consequence of the breach of contract when concluding the contract or should have foreseen taking into account the circumstances that TESVOLT knew or should have known.

17.3. Liability for indirect and unforeseeable damage, loss of use, loss of profit, loss of savings and financial loss due to claims by third parties shall be excluded in cases of simple negligence - except in cases of injury to life, limb or health of a person and breach of fundamental contractual obligations (cardinal obligations).

17.4. The foregoing limitations or exclusions of liability shall not apply to statutory mandatory strict liability (e.g. in accordance with the Product Liability Act) or liability under a strict guarantee.

17.5. Insofar as liability is excluded or limited pursuant to Sections 17.2 and 17.3 also apply to the personal liability of the employees, representatives, organs and vicarious agents of TESVOLT.

17.6. TESVOLT shall not be liable for damages caused by improper operation by the customer or third parties, improper operation or handling by the customer, actions of third parties or events of force majeure. This also applies in particular to damage resulting from coupling with incompatible third-party devices and damage resulting from outdated software on the TESVOLT - BESS if the customer has not installed updates provided contrary to Section 5.5.

17.7. Furthermore, TESVOLT shall not be liable for damage if the customer or a third party intervene in an improper manner with the TESVOLT - BESS or if the customer has not fulfilled his obligations and duties to cooperate late or inadequately and the occurrence of the damage is attributable to this or the cause of the damage falls within the area of responsibility of the customer, his vicarious agents or other third parties.

18. Right of rescission

18.1. In addition to the statutory rights of withdrawal, TESVOLT is entitled to withdraw from the contract if the customer does not fulfill its contractual obligations, in particular the contractually agreed creation of the necessary prerequisites for handover, as well as for installation and/or commissioning of the TESVOLT - BESS in accordance with Section 9, and abstains from doing so despite a reminder and a reasonable grace period, and if TESVOLT is therefore unable to provide the agreed services.

18.2. TESVOLT is entitled to withdraw from the contract if the delivery or installation of the TESVOLT - BESS conflicts with national or international export control regulations, in particular embargos or other sanctions. TESVOLT is also entitled to withdraw from the contract if the customer does not comply with his obligation according to Section 7.3

18.3. The customer is entitled to withdraw from the contract beyond the statutory rights of withdrawal if a binding delivery or installation date is exceeded by at least three months for reasons for which TESVOLT is responsible.

18.4. The withdrawal must at least be declared in text form to the respective contractual partner.

18.5. The assertion of further claims remains unaffected in the event of withdrawal.

19. Force majeure

19.1. If the parties are prevented from fulfilling their obligations due to force majeure, e.g. terror, war, industrial action at their own works, damage to installations, orders from higher authorities or other circumstances which are beyond their control or which cannot be averted with a reasonable technical and/or economic effort, their contractual obligations to perform shall be suspended. If one of the parties is prevented from performing its contractual obligations due to force majeure, the parties shall be released from their contractual obligations to the extent that and as long as these circumstances and their consequences persist and have not been finally remedied. If one party is prevented from fulfilling its contractual obligations due to force majeure, the corresponding performance obligation of the other party shall lapse to the same extent.

19.2. The parties shall inform each other immediately about the occurrence of those circumstances and their expected duration. The same applies to the elimination of these circumstances.

19.3. The parties will make all reasonable effort to remedy the impediment to perform to meet their obligations as soon as possible.

20. Transfer of operating data of the TESVOLT - BESS

20.1. As far as it is technically possible for the customer, the customer shall set up continuous Internet access from the time of commissioning the TESVOLT - BESS, maintain it until the end of the warranty period and continuously transmit the operating parameters of the TESVOLT - BESS to TESVOLT.

20.2. TESVOLT undertakes to collect and process the transmitted data exclusively for the purpose of identifying defects in the TESVOLT - BESS and remedying them, unless the customer expressly consents to any other use of the data.

21. Sanctions

21.1. The fulfilment of the contract with the customer is subject to the provision that there are no obstacles to fulfilment based on national or international regulations of foreign trade law and no embargos and/or other sanctions.

21.2. In the event of onward delivery or other transfer of TESVOLT - BESS to third parties in Germany and abroad, the customer shall comply with sanction regulation applicable in the respective country, in particular sanction regulation issued by the Council of the European Union. The customer may not directly or indirectly sell, deliver, transfer or export goods that fall within the scope of Article 12g of Regulation (EU) No. 833/2014 to the Russian Federation. The customer shall undertake its best efforts to ensure that the purpose of this prohibition is not frustrated by any third parties further down the commercial chain, including by possible resellers. The customer shall inform TESVOLT immediately of any problems it becomes aware of in the application of this prohibition standard, including any relevant activities by third parties that could frustrate the purpose of this prohibition.

21.3. In the event of a breach of the above provision, TESVOLT shall also be entitled to terminate existing contracts in addition to claiming damages.

21.4. TESVOLT notes that TESVOLT - BESS or their components may be "dual-use goods" which are used for both civil and military purposes and may be subject to sanctions accordingly.

22. Confidentiality and secrecy

22.1. TESVOLT and the customer undertake to treat the content of the contract and all information obtained in connection with the performance of this contract as strictly confidential and not to make it accessible to any third party, unless this is necessary for the proper performance, including the acceptance of this contract by the supervisory bodies of the contracting parties. This applies in particular to documents, illustrations, drawings, calculations and other documents which TESVOLT makes available to the customer.

22.2. Each contracting party shall be entitled to disclose confidential information if and to the extent that it is obliged to disclose such information by virtue of statutory provisions or an official or judicial order. In this case, the contractual partner shall ensure that the information concerned is marked as confidential.

22.3. Insofar as information is disclosed to third parties, this disclosure shall be limited to the extent necessary to achieve the exceptions and these third parties shall in turn be obliged to maintain the confidentiality of the information received.

22.4. Exempt from the above provisions is the disclosure of information to affiliated companies within the meaning of sec. 15 German Stock Corporation Act, which in turn must be obliged to maintain the confidentiality of the information received, and information which is publicly known at the time of conclusion of the contract or is made publicly known thereafter, insofar as this is not based on a breach of confidentiality obligations. This confidentiality obligation shall also apply beyond the termination of the contract.

23. Data privacy protection

23.1. The data privacy protection can be viewed in detail on the TESVOLT website at <https://www.tesvolt.com/de/datenschutz.html>.

23.2. Insofar as TESVOLT becomes aware of personal data of customer's employees in the performance of the contract, TESVOLT undertakes to maintain data secrecy in accordance with the statutory provisions. TESVOLT warrants that, when carrying out the work, it will only deploy employees who are bound in writing to data secrecy, after they have been familiarised in advance with the data protection provisions relevant to them.

24. Credit check

24.1. The customer agrees that TESVOLT may check his creditworthiness (solvency or default risk). For this purpose, TESVOLT may obtain information on creditworthiness relevant features from the following credit agencies prior to conclusion of the contract:

- a. SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, Germany

- b. Creditreform Association, Hellersbergstraße 12, 41460 Neuss, Germany
- c. Euler Hermes SA, Friedensallee 254, 22763 Hamburg, Germany

24.2. In the event of a deterioration of the customer's creditworthiness after the conclusion of the contract, TESVOLT may demand a change in the terms of payment. If the customer rejects the change, TESVOLT is entitled to withdraw from the contract.

24.3. If the customer wishes information about the data stored about him at the credit agencies, he receives it directly from the companies mentioned in Section 24.1

25. Governing law place of jurisdiction

25.1. German law shall apply exclusively to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods.

25.2. The exclusive place of jurisdiction for all disputes arising from or in connection with contractual relationships between the customer and TESVOLT shall be the registered office of TESVOLT. However, TESVOLT is also entitled to sue the customer at his place of business.

25.3. The invalidity of individual provisions shall not affect the validity of the remaining provisions.