

STABL

General Terms and Conditions (GTC) of STABL Energy GmbH

For the sale and, where applicable, the installation and commissioning of energy storage systems, power generation systems, charging infrastructure, and their components.

1. Scope of Application

- 1.1. These General Terms and Conditions (“GTC”) apply to all contracts concluded by **STABL Energy GmbH**, Baierbrunner Straße 30, 81379 Munich, Germany; Commercial Register: HRB 246962; Register Court: Munich; and its affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter collectively referred to as “STABL”), covering all business relationships and services (including information and advisory services) in connection with the sale, delivery and, where applicable, installation and commissioning of energy storage systems, power generation systems, charging infrastructure, other electrical systems, as well as the necessary accessories (the “Product”), to the buyer specified in the individual contract (the “Buyer”).
- 1.2. These GTC apply only if the Buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.
- 1.3. These GTC shall also apply to all future contracts concluded with the same Buyer, without the need for explicit reference to these GTC in each individual case.
- 1.4. These GTC shall apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the Buyer shall become part of the contract only if and to the extent that STABL has expressly agreed to their applicability in writing.
- 1.5. STABL reserves the right to enter into individual agreements with the Buyer, such as distribution agreements, which shall take precedence over these GTC insofar as they deviate from or conflict with the provisions of these GTC.
- 1.6. STABL reserves the right to amend these GTC at any time if deemed necessary. STABL shall notify the Buyer of any amendments to these GTC in writing and shall inform the Buyer that, in the case of an ongoing contractual relationship (continuing obligation), the Buyer may object to such amendments within a period of two (2) months from the date of notification. If no objection is raised within this period, the amendments shall be deemed accepted by the Buyer.

2. Conclusion of Contract

- 2.1. A purchase contract between STABL and the Buyer shall be concluded when STABL accepts the Buyer’s written order by issuing an order confirmation by email, generally within twenty (20) working days (excluding Saturdays, Sundays and public holidays in Bavaria) (the “Individual Contract”).
- 2.2. STABL is under no obligation to accept any orders placed by the Buyer.
- 2.3. STABL reserves unrestricted ownership and intellectual property rights to all offers, calculations, cost estimates, drawings and other documents related to an offer (hereinafter collectively referred to as the “Offer Documents”). The Offer Documents may be made accessible to third parties only with the prior written consent of STABL.

STABL

3. Delivery, Transfer of Risk and Delivery Dates

- 3.1. The services owed by STABL shall result from the order confirmation and the documents referenced therein. Until delivery, STABL reserves the right to make changes to the appearance and form of the Products. STABL also reserves the right to make technical modifications, provided that such modifications do not alter the agreed performance specifications or improve them for the Buyer and are reasonable for the Buyer. In particular, modifications that reduce functionality or increase operating costs for the Buyer shall be deemed unreasonable.
- 3.2. Unless expressly agreed otherwise in the Individual Contract, delivery of the Product shall be made in accordance with Incoterms® 2020 Ex Works (EXW). The transfer of risk with respect to the Products shall occur upon handover of the Products by STABL to the first carrier or delivery agent, unless expressly agreed otherwise in the Individual Contract.
- 3.3. Partial deliveries shall be permitted unless expressly excluded in the Individual Contract.
- 3.4. Delivery dates, whether specified by STABL or the Buyer, shall be non-binding unless expressly confirmed as binding by STABL in writing. All delivery dates are subject to STABL being supplied on time by its own suppliers.
- 3.5. Compliance with agreed delivery dates by STABL shall be subject to the Buyer's timely and proper fulfilment of its obligations pursuant to Clause 4. In the event of delayed or improper fulfilment of the Buyer's obligations, STABL's delivery period shall be extended accordingly, unless STABL is responsible for the delay.

The Buyer shall be liable for any delays or increased costs incurred by STABL as a result of actions or omissions of the Buyer or its agents, or in connection therewith (e.g. storage costs). In the event of delivery delays exceeding one (1) month, STABL may charge the Buyer, for each additional commenced month of delay (i.e. from the second month of delay), a lump-sum compensation for increased storage costs, administrative effort and manual charging to prevent deep discharge during the first three months after delivery, amounting to 1% of the purchase price per month, but not exceeding a total of 3% of the purchase price of the Products affected by the delay. The Buyer shall be entitled to prove that no damage or a substantially lower damage has been incurred. STABL reserves the right to assert further claims, including claims for additional damages or injunctive relief.

If such delays result in battery cells being stored for a period exceeding three (3) months, the Buyer shall forfeit any warranty claims unless the Buyer enables STABL to perform manual charging to prevent deep discharge.

- 3.6. If STABL fails to meet an agreed delivery date, whether due to a breach of duty by the Buyer or due to events falling under Clauses 5.7 or 5.9 of these GTC, the occurrence of default shall be determined in accordance with statutory provisions. In all cases, the Buyer shall grant STABL a reasonable grace period for subsequent performance, unless exceptional circumstances attributable to STABL (e.g. impossibility of performance) render such a grace period unnecessary.

STABL

- 3.7. If STABL is unable to deliver or install the Product due to events of force majeure, the delivery period shall be extended by the duration of the force majeure event. In such case, both STABL's performance obligations and the Buyer's counter-performance obligations shall be suspended until the force majeure event and its consequences have ceased.

"Force majeure" shall mean events that are unforeseeable or beyond the reasonable control of the performing party (including, but not limited to, natural disasters, pandemics, epidemics, terrorism, war, strikes (excluding strikes strictly limited to the operating sites of the relevant contracting party or its subcontractors), governmental measures, labour or material shortages, embargoes, as well as virus attacks or other third-party attacks on STABL's IT systems, provided such attacks occurred despite compliance with customary standards of care in implementing protective measures), and which prevent the performing party from fulfilling its contractual obligations.

The Buyer shall have no rights or claims against STABL due to delivery delays attributable to a force majeure event. This shall also apply if a force majeure event occurs at a subcontractor of STABL. If STABL is already in default at the time the force majeure event occurs, STABL shall not be liable for delays during the period of the force majeure event. If the delivery delay exceeds sixteen (16) weeks, either party shall be entitled to withdraw from the contract.

4. Cooperation Obligations of the Buyer

- 4.1. Information provided by the Buyer is required for the design and configuration of the Products. The Buyer shall collect and provide all data with due care. STABL shall not verify the accuracy of the data provided by the Buyer, except for checks for manifest or obvious implausibility.
- 4.2. Unless expressly agreed otherwise in writing, the Buyer shall be solely responsible for applying for and obtaining all permits, approvals, third-party consents and other authorisations required for the installation and operation of the Products and any ancillary equipment, as well as for the grid connection. This also includes the submission of all notifications and declarations required vis-à-vis the grid operator and, where applicable, the Federal Network Agency (Bundesnetzagentur), in particular insofar as such notifications are a prerequisite for obtaining financial subsidies or incentives.

The Buyer shall be responsible for compliance with all requirements applicable to the Products at the installation site. This includes, in particular, compliance with the requirements of the grid operator, as well as regulations relating to fire protection, occupational safety, environmental protection and land use, unless STABL has expressly undertaken in writing to ensure compliance with specific requirements communicated by the Buyer.

Where the Product is combined with products or services provided by third parties (integrator scenario), the Buyer shall be responsible for ensuring that such third-party services are performed in a professional manner and that third-party products comply with all applicable technical standards.

STABL

- 4.3. Where internal approvals or releases by the Buyer are required for the provision of services, the Buyer shall obtain such approvals in due time.
- 4.4. If the Products are delivered Ex Works (EXW) or if transport is otherwise organised by the Buyer, the Buyer shall provide evidence that all requirements for the transport of dangerous goods are complied with, insofar as the Products are to be classified as dangerous goods. In the absence of such evidence, STABL shall not be entitled to hand over Products that are classified as dangerous goods to the Buyer.
- 4.5. At its own expense, the Buyer shall provide a power connection for the electrical supply of the Product and its components, as well as for system monitoring.
- 4.6. In order to ensure the safe operation of the Product, the Buyer shall, at its own expense, provide an internet connection for system monitoring for the duration of the use of the Product. Subject to Clause 10.2, this shall not apply where the Product is operated in offline mode.
- 4.7. The Buyer shall be the operator of the Products (and, where applicable, the system operator within the meaning of the German Renewable Energy Sources Act (Erneuerbare-Energien-Gesetz – “EEG”). Any agreements required for the use of the generated electricity and/or its feed-in to the public grid, including agreements on grid connection, feed-in remuneration and related matters, shall be concluded by the Buyer at its own expense with the relevant grid operator.

5. Installation and Commissioning of the Product

Where the installation and commissioning are agreed to be performed by STABL under the Individual Contract, the following provisions shall apply, unless otherwise expressly agreed in writing:

- 5.1. STABL may perform the installation and commissioning of the Product itself or through subcontractors.
- 5.2. Following the conclusion of the contract, the Parties shall agree on a date for the installation and commissioning.
- 5.3. At its own expense, the Buyer shall assume responsibility for and timely provide:
 - 5.3.1. all earthworks, construction works and other ancillary works, such as site set-up, foundation works, securing of the construction site and protective inspections, including the required skilled and auxiliary labour, construction materials and tools;
 - 5.3.2. all items required for the installation and commissioning of the Product, such as scaffolding, lifting equipment, levelling plates, tools for inserting five-pole connection cables, and consumables such as lubricants;
 - 5.3.3. energy and water at the place of use of the Product, including connections, heating and lighting;
 - 5.3.4. sufficiently large, suitable, dry and lockable rooms at the installation site for the storage of machine parts, equipment, materials and tools, as well as appropriate working and rest areas, including adequate sanitary facilities, for STABL's

STABL

installation personnel. Furthermore, the Buyer shall take such measures at the installation site to protect STABL's property and installation personnel as it would take to protect its own property.

- 5.4. Prior to the commencement of installation works by STABL, the Buyer shall, without being requested to do so, provide STABL with all necessary information regarding the location of concealed power, gas, water lines or similar installations, as well as the required structural and static data.
- 5.5. Before installation of the Product begins, all materials, equipment and items required for the performance of the works must be available at the installation site, and all preparatory works must have progressed to such an extent that installation can commence as agreed and be carried out without interruption. Access routes on the property and the installation site must be levelled, cleared and suitable for use by transport vehicles. The total load to be considered shall result from the specifications in the applicable Technical Data Sheet and the transport vehicle used.
- 5.6. The Buyer shall be responsible for ensuring that the installation site is suitable for the installation, connection and operation of the Product. This includes, in particular, compliance with public-law requirements applicable to the installation of electrical systems, including fire protection regulations, as well as any structural limitations of the installation site.
- 5.7. If installation or commissioning is delayed due to circumstances for which the Buyer or its agents are responsible, the Buyer shall bear, to a reasonable extent, the costs incurred by STABL or its installation personnel for waiting time and any additionally required travel.
- 5.8. The Buyer shall confirm to STABL on a weekly basis the working hours of the personnel responsible for installation or commissioning and shall certify the completion of such works without delay.
- 5.9. For the duration of the provision of services, the Buyer shall provide appropriately qualified personnel free of charge to clarify technical and organisational matters, thereby ensuring uninterrupted performance. In particular, the Buyer shall designate to STABL a technically qualified employee authorised to represent the Buyer in all contractual matters, to coordinate points of contact and to make or procure all decisions necessary and expedient for the prompt continuation of the works.
- 5.10. The Buyer shall permit STABL and any third parties engaged by STABL to carry out all works required for the installation of the Products on the Buyer's property and in or on its buildings. This shall include, in particular:
 - 5.10.1. the installation and commissioning of the Products, including all necessary ancillary measures;
 - 5.10.2. the installation of metering equipment;
 - 5.10.3. , the laying of connection cables;
 - 5.10.4. the installation of other components.
- 5.11. Upon prior notification, the Buyer shall grant authorised representatives of STABL, identified by an official ID, unrestricted and unhindered access to all rooms, parts

STABL

of buildings, technical installations and lines, insofar as this is necessary for proper installation or commissioning of the Products. In the event of imminent danger, the Buyer shall grant such access even without prior notification.

- 5.12. Where acceptance of the installation or commissioning services is required, the Buyer shall carry out acceptance within two (2) weeks upon request by STABL or a subcontractor appointed by it. Acceptance shall also be deemed to have occurred if the Buyer allows the two-week period to expire without objection or if the Product is put into operation, where applicable after completion of an agreed test phase.
- 5.13. Even where installation and commissioning are carried out by STABL, the risk of accidental loss shall pass to the Buyer in accordance with Clause 3.2.
- 5.14. Where STABL is not obliged to perform installation and commissioning, installation shall be carried out by a third party trained, qualified and approved by STABL.

6. Prices and Payment Terms

- 6.1. The price for the provision of services shall be as set out in the respective Individual Contract. All prices are exclusive of the applicable statutory value added tax (VAT).
- 6.2. In addition to the agreed price, the Buyer shall bear all costs arising in connection with the purchase and shipment of the Products to the Buyer (including, but not limited to, packaging costs, delivery and transport costs, transport insurance, customs duties and other costs and expenses). Such costs shall be charged separately and invoiced to the Buyer.
- 6.3. Where the parties have agreed not only on delivery but also on installation or commissioning of the Product at the Buyer's premises, the Buyer shall also bear all ancillary costs required for such services, such as travel expenses, in addition to the price. Working time shall be charged on the basis of the hourly rates specified in the offer.
- 6.4. Any fees, grid connection charges or other costs payable to the electricity grid operator responsible for the installation site in connection with the grid connection, commissioning and/or operation of the Products are not included in the price and shall be borne by the Buyer.
- 6.5. Unless otherwise agreed in the Individual Contract, all payments shall be made within thirty (30) calendar days of receipt of the invoice. All payments due by the Buyer to STABL shall be made in euros by bank transfer to the business bank account specified by STABL on the invoice. Deductions for early payment (cash discounts) shall not be permitted.
- 6.6. Default interest shall be charged at a rate of nine (9) percentage points per annum above the applicable base interest rate of the most recent main refinancing operation of the European Central Bank (the so-called MRO rate), for a period of twelve (12) months. Default interest shall not become due for a period of up to three (3) working days if a transfer order is delayed through no fault of the Buyer. Without prejudice to and in addition to the payment of default interest, STABL reserves the right to assert claims for damages against the Buyer.

STABL

- 6.7. If the Buyer is in default of payment, STABL shall be entitled, without prejudice to and in addition to any rights or remedies available to it (including, but not limited to, the right to charge default interest and claim damages), to withhold further deliveries or to require advance payment for future deliveries.
- 6.8. If the Buyer is in default or if circumstances or justified doubts regarding the Buyer's creditworthiness become known after conclusion of the contract, STABL shall be entitled to declare the entire outstanding balance immediately due or to demand advance payments.

7. Retention of Title

- 7.1. The delivered Products (the "Goods Subject to Retention of Title") shall remain the property of STABL until all claims to which STABL is entitled against the Buyer arising from the business relationship have been fully satisfied. If the value of all security interests in the Goods Subject to Retention of Title exceeds the total amount of the secured claims by more than twenty per cent (20%), STABL shall, at the Buyer's request, release a corresponding portion of the security interests; STABL shall be entitled to choose which security interests are released.
- 7.2. The Buyer shall be obliged to handle the Goods Subject to Retention of Title with due care, to have all necessary maintenance and repair work carried out in a timely manner at its own expense and in accordance with the operating instructions, and to use the Products exclusively in compliance with the operating instructions. In addition, the Buyer shall, at its own expense, take out and maintain an all-risks insurance policy for the Goods Subject to Retention of Title, adequately covering, in particular, loss (e.g. due to theft), damage or destruction caused by unforeseen events (e.g. operating errors, short circuit, fire, water or storm) at replacement value. At STABL's request, the Buyer shall provide evidence of the insurance cover by submitting an insurance confirmation. The Buyer hereby assigns to STABL, by way of security, any claims to which it is entitled against its insurer in the event of damage, insofar as such claims relate to the ownership or co-ownership of STABL; STABL hereby accepts such assignment.
- 7.3. From the time of transfer of risk, the Buyer shall bear all obligations relating to traffic safety and protection duties.
- 7.4. For the duration of the retention of title, the Buyer shall not be entitled to pledge the Goods Subject to Retention of Title or to transfer them by way of security. Any resale shall be permitted only in the ordinary course of business to buyers who are resellers, and only on the condition that the Buyer (as reseller) receives payment from its customer or that the resold Product is likewise subject to a retention of title.
- 7.5. If the Buyer resells the Goods Subject to Retention of Title, it hereby assigns to STABL, by way of security and without the need for any further declaration, its future claims arising from such resale against its customers, together with all ancillary rights, including any balance claims. STABL hereby accepts such assignment. If the Goods Subject to Retention of Title are resold together with other items without an individual price being agreed for the Goods Subject to Retention of Title, the Buyer shall assign to STABL that portion of the total purchase price claim which corresponds to the price invoiced by STABL for the Goods Subject to Retention of Title.

STABL

- 7.6. Processing, Mixing and Combination of the Goods Subject to Retention of Title
- 7.6.1. The Buyer shall be permitted to process, mix or combine the Goods Subject to Retention of Title with other items. Any such processing shall be carried out for STABL. The Buyer shall store the newly created item for STABL with the due care of a prudent businessperson. The new item shall likewise be deemed to be Goods Subject to Retention of Title.
- 7.6.2. STABL and the Buyer hereby agree that, in the event of combination or mixing with other items not owned by STABL, STABL shall in any case acquire co-ownership of the new item in the proportion resulting from the ratio of the value of the combined or mixed Goods Subject to Retention of Title to the value of the other goods at the time of combination or mixing. To this extent, the new item shall be deemed to be Goods Subject to Retention of Title.
- 7.6.3. The provisions on the assignment of claims pursuant to Clause 7.5 shall also apply to the new item. However, the assignment shall apply only up to the amount corresponding to the value invoiced by STABL for the processed, combined or mixed Goods Subject to Retention of Title.
- 7.6.4. If the Buyer combines the Goods Subject to Retention of Title with land or movable property, the Buyer hereby assigns to STABL, by way of security and without the need for any further declaration, its claim to remuneration for such combination, together with all ancillary rights, in the proportion corresponding to the ratio of the value of the combined Goods Subject to Retention of Title to the other combined goods at the time of combination.
- 7.7. Until revoked, the Buyer shall be authorised to collect the assigned claims arising from resale. In the presence of good cause, in particular in the event of payment default, suspension of payments, opening of insolvency proceedings, or justified indications of over-indebtedness or impending inability to pay on the part of the Buyer, STABL shall be entitled to revoke the Buyer's authority to collect. In addition, after prior notice to the Buyer and subject to a reasonable grace period, STABL may disclose the security assignment, realise the assigned claims and require the Buyer to disclose the security assignment to its customers.
- 7.8. In the event of seizure, attachment or any other disposition or intervention by third parties in respect of the Goods Subject to Retention of Title, the Buyer shall point out STABL's ownership and notify STABL without undue delay. Upon demonstration of a legitimate interest by STABL, the Buyer shall immediately provide STABL with all information and documentation necessary to assert its rights against the third party, in particular the information required to bring a third-party objection action pursuant to Section 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse STABL for the judicial and extrajudicial costs of such proceedings, the Buyer shall be liable for the resulting loss.
- 7.9. In the event of a breach of duty by the Buyer, in particular in the event of default in payment, STABL shall be entitled, after the unsuccessful expiry of a reasonable deadline set for performance, to withdraw from the contract in addition to reclaiming the Goods Subject to Retention of Title; statutory provisions regarding

STABL

the dispensability of setting a deadline shall remain unaffected. In such case, the Buyer shall be obliged to surrender the relevant Products. The repossession of the Goods Subject to Retention of Title, the assertion of the retention of title or the seizure of the Goods Subject to Retention of Title by STABL shall not constitute a withdrawal from the Individual Contract unless STABL expressly declares such withdrawal.

8. Intellectual Property Rights

- 8.1. All intellectual property rights contained in and embodied by the Product (including any software and documentation), including inventions, patents or patent applications, designs/utility models, copyrights, trade names or trademarks, and know-how, whether registered or unregistered (the “Intellectual Property Rights”), shall, as between STABL and the Buyer, belong to STABL.
- 8.2. The Buyer shall be obliged to respect and not to infringe these Intellectual Property Rights. The Intellectual Property Rights contained in and embodied by the Product shall be subject to the confidentiality obligations set out in Clause 15, where applicable.
- 8.3. STABL grants the Buyer a non-exclusive, royalty-free and, subject to sentence 3 below, non-sublicensable right to use the Intellectual Property Rights contained in and embodied by the Product. The right of use shall be limited to the proper contractual use of the Product only. This right of use is linked to the Product and may be transferred only in connection with the sale of the Product.
- 8.4. Unless otherwise agreed in the Individual Contract, the right of use shall not include the modification, further development, reproduction or publication of the Intellectual Property Rights contained in and embodied by the Product. Furthermore, the Product or any software contained therein may not be disassembled or reverse engineered. For the avoidance of doubt, the Intellectual Property Rights contained in and embodied by the Product may not be copied, adapted, modified, further developed or replicated without STABL’s prior written consent, unless this forms part of the contractual use or is required by law.

9. Rights in Data and Software

- 9.1. The Product may generate operational data relating to the Product and the electricity grid, in particular high-resolution data regarding current, voltage and temperature of the Product (the “Operational Data”). Operational Data does not contain personal data. Such Operational Data shall be transmitted by the Product to STABL, unless STABL has approved operation of the Product in offline mode, the Buyer operates a monitoring system and collects, stores and provides the Operational Data to STABL upon request. Apart from the Operational Data, no other data shall be transmitted to STABL, nor shall STABL obtain access to any data other than the Operational Data.
- 9.2. Where technically possible for the Buyer, the Buyer shall establish a continuous internet connection from the time of commissioning of the Products and shall maintain such connection at least until expiry of the warranty period.

STABL

- 9.3. Where applicable, the Operational Data shall be collected and used for the visualisation and analysis of the Product, in particular the condition of the storage system, as well as for measuring voltage and current in the electricity grid to which the Product is connected. This serves, overall, to improve the Product and STABL's service offering. The collected Operational Data shall belong to STABL and shall be deemed Confidential Information (see Clause 15.1) of STABL.
- 9.4. STABL grants the Buyer a non-exclusive and non-transferable right to use the software included in the scope of delivery for the operation and monitoring of the Product. The software shall be provided exclusively for use on the delivered item designated for this purpose.
- 9.5. Any use beyond this by the Buyer or third parties, exceeding the scope of a backup copy made for the Buyer's own purposes, shall not be permitted. In particular, unauthorised uses include any reproduction, modification or translation of the software, as well as any conversion of object code into source code.
- 9.6. Where necessary or deemed appropriate by STABL, STABL may from time to time update the operating software installed on the Products and make the respective update available.
 - 9.6.1. The method of provision shall be determined by STABL at its reasonable discretion, either by download via the internet or by other suitable means. STABL may notify the Buyer of such updates by email to the email address provided by the Buyer or otherwise known to STABL, or via a portal designated by STABL.
 - 9.6.2. If the Buyer opts for any automatic download and installation function for updates offered by STABL, the Buyer shall ensure a functional internet connection in order to enable the smooth updating and commissioning of such updates.
 - 9.6.3. It shall be the Buyer's responsibility to ensure that updates are installed on the Products. If an update is not installed, the full functionality of the Products may not be available. STABL shall not be obliged to retain and/or maintain previous versions of the operating software for longer than one (1) month. This retention obligation shall not apply if the previous version contained significant security vulnerabilities. The Buyer shall not derive any rights from malfunctions of the Products resulting from outdated operating software.
 - 9.6.4. Where the Buyer operates STABL Products in conjunction with other components or systems, the Buyer shall be responsible for verifying in advance the compatibility of the Product and any Product updates with such components or systems.
- 9.7. STABL reserves the right to use Operational Data for product optimisation purposes and to disclose such data to third parties in anonymised form, provided that the Operational Data does not allow any conclusions to be drawn about the Buyer.
- 10. Warranty, Notice of Defects and Liability for Defects**
 - 10.1. The Buyer shall inspect the Product upon delivery at the agreed place of delivery in accordance with Section 377 of the German Commercial Code (HGB) and shall notify STABL without undue delay of any incorrect or short delivery or any obvious damage to the packaging. Any identifiable defects shall be notified to STABL in writing within five (5) calendar days after delivery of the Product at the agreed

STABL

place of delivery. If hidden defects (i.e. defects that were not recognisable during inspection) become apparent, the Buyer shall notify STABL of such hidden defects without undue delay, at the latest within five (5) calendar days after becoming aware of them. Each notice of defect shall include a description of the defect. Failure to comply with these obligations shall be deemed approval of the Product.

- 10.2. The Product shall substantially correspond to the description set out in the Individual Contract. Subject to mandatory statutory law, STABL shall not be liable for defects that do not materially reduce or impair the value or fitness for purpose of the Product (minor deviations from the agreed or assumed quality or insignificant impairment of usability), unless otherwise expressly agreed in writing.
- 10.3. If the Product is not operated in online mode and STABL does not have access to the Operational Data, the Buyer shall, together with a notice of defect, transmit the read-out Operational Data to STABL or grant STABL access to the Product's Operational Data. This shall not apply if the Operational Data is not available due to circumstances inherent in the Product.
- 10.4. If the Buyer fails to comply with STABL's specifications regarding the use or operation of the Product, in particular those set out in the operating instructions, the Buyer shall bear the burden of proving that the defect would also have occurred had such specifications been complied with. This shall not apply where the defect has no technical connection with the breach of such specifications (for example: non-compliance with installation location requirements where the defect relates to the software).
- 10.5. In the event of a defect notified in due time, STABL may, at its discretion, either deliver a replacement (replacement delivery) or carry out repairs (rectification) on the delivered Product.
- 10.6. If the defect is attributable to a defective component supplied by a supplier (or sub-supplier) of STABL, where such supplier (or sub-supplier) has not been engaged by STABL for the performance of the contract and STABL merely passes on such component (third-party product) to the Buyer, the Buyer shall initially be entitled to request that STABL assigns its rights against the supplier (or sub-supplier) to the Buyer, enabling the Buyer to assert a claim directly against such supplier (or sub-supplier). This shall not apply where the defect is attributable to improper handling of the supplier's (or sub-supplier's) component for which STABL is responsible. If the Buyer is unable to assert claims against the supplier (or sub-supplier) of STABL due to the defect, STABL shall be liable to the Buyer.
- 10.7. STABL shall be entitled to make at least three attempts at subsequent performance. If STABL fails to fulfil its obligation of subsequent performance within a reasonable period set by the Buyer, the Buyer may, subject to the statutory requirements, either withdraw from the Individual Contract or reduce the purchase price specified therein and claim damages from STABL.
- 10.8. In the event of the return shipment of the Product, the Buyer shall initially bear the costs of packaging, delivery/transport, transport insurance and any customs duties. If the Product is returned due to a defect that actually exists, the costs listed in the first sentence shall be borne by STABL. The Buyer shall be responsible for any damage to the Product that is exclusively attributable to improper

STABL

packaging during the return shipment. Any defects already existing at the time of return shipment shall be taken into account when assessing damage for which the Buyer is responsible.

- 10.9. Claims for defects shall become time-barred twelve (12) months after delivery of the Product at the agreed place of delivery, or twelve (12) months after commissioning if commissioning is performed by STABL.
 - 10.9.1. This limitation period shall not apply where statutory law prescribes longer limitation periods pursuant to Section 438(1) No. 2 BGB (buildings and items used for buildings), Section 479(1) BGB (recourse claims), and Section 634a(1) No. 2 BGB (construction defects), or in cases of intent or fraudulent concealment of a defect.
 - 10.9.2. Sections 478 and 479 BGB shall likewise remain unaffected. However, recourse claims of the Buyer against STABL pursuant to Section 445b BGB (entrepreneur's recourse) shall exist only to the extent that the Buyer has not entered into any agreements with its customer that go beyond the statutory defect claims. The scope of the Buyer's recourse claim against STABL pursuant to Section 478(2) BGB shall also be subject to Clause 10.11, sentence 1.
- 10.10. STABL shall not be responsible for defects caused after delivery or, where applicable, after commissioning by STABL, as a result of:
 - 10.10.1. improper use or improper operation by the Buyer or third parties, including, but not limited to, improper storage or maintenance, modification of the Product, excessive use not in accordance with the operating instructions provided by STABL, any repair of the Product by unqualified persons, improper installation or commissioning, construction on unsuitable ground, or installation at a legally or factually unsuitable location;
 - 10.10.2. the use of unsuitable operating resources by the Buyer (including, but not limited to, direct exposure to sunlight, contact with water, fire or heat, or charging via a defective electrical connection); or
 - 10.10.3. use of the Product beyond the agreed purpose or contrary to the operating instructions. This limitation of liability shall apply to STABL only insofar as no exclusion pursuant to Clause 12.2 applies.
- 10.11. Claims of the Buyer for reimbursement of expenses necessary for subsequent performance, in particular transport, travel, labour and material costs, shall be excluded to the extent that such expenses increase because the Product has subsequently been moved to a location other than the originally agreed place of delivery, unless such relocation was agreed in advance in the Individual Contract. Any claims for damages by the Buyer shall otherwise be subject to the limitations set out in Clause 12.
- 10.12. Any guarantees granted in addition to the statutory warranty shall remain unaffected by this Clause 10 and may be granted separately by STABL in writing.
- 10.13. With regard to the sale of storage systems, the following shall apply: the Products and their components are subject to technically induced, natural and age-related

STABL

wear and tear, which may result in performance losses (“Degradation”); such degradation does not constitute a defect of the Products and is excluded from warranty. Deep discharge resulting from a failure to cycle the batteries after transfer, as well as the natural wear of consumable parts of STABL Products (e.g. fans or filters), shall likewise not constitute a material defect.

11. Third-Party Claims and Defects in Title

- 11.1. To the best of its knowledge and belief, STABL represents that the acquisition and use of the Product, as well as the use of the software associated with the Product and the Intellectual Property Rights contained in and embodied by it, within the European Union do not infringe any third-party intellectual property rights.
- 11.2. In the event of any claim being asserted by a third party or any defect in title with respect to ownership of the Product and/or the Intellectual Property Rights contained in and embodied by it, the Buyer shall inform STABL without undue delay and shall grant STABL all powers of attorney and authorisations required to defend the Product and/or the Intellectual Property Rights against the rights asserted by such third parties.
- 11.3. In the event that third-party claims are asserted in relation to Intellectual Property Rights contained in and embodied by the Product, STABL’s obligations set out in Clause 11.4 shall apply only if:
 - 11.3.1. the Buyer notifies STABL in writing without undue delay of the claims asserted by the third party;
 - 11.3.2. the infringement arises from the Buyer’s contractual use of the Product;
 - 11.3.3. the Buyer does not acknowledge an infringement by settlement or similar measures; and
 - 11.3.4. STABL retains full control over all defence measures and settlement negotiations.
- 11.4. Within the scope of its obligation of subsequent performance, STABL shall, at its discretion, be entitled to:
 - 11.4.1. take reasonable measures to eliminate, contest or challenge the third-party rights that impair the contractual use of the Product and/or the Intellectual Property Rights contained in and embodied by it; or
 - 11.4.2. provide remedies against the (judicial) enforcement of such third-party claims; or
 - 11.4.3. modify or replace the Product and/or the Intellectual Property Rights contained in and embodied by it in such a way that no third-party rights are infringed, provided that this does not materially impair the agreed functionality of the Product.
- 11.5. In all other respects, Clauses 10.5 to 10.10 shall apply mutatis mutandis.

12. Limitation of Liability

- 12.1. Unless otherwise provided in these GTC or in the Individual Contract, all claims for damages by the Buyer, irrespective of their legal basis, in particular due to breach of contractual obligations or tort, shall be excluded.
- 12.2. By way of exception, STABL shall be liable in accordance with statutory provisions:
 - 12.2.1. under the German Product Liability Act (Produkthaftungsgesetz);

STABL

- 12.2.2. in cases of intent;
- 12.2.3. in cases of gross negligence;
- 12.2.4. in cases of fraudulent concealment of defects;
- 12.2.5. in the event of non-compliance with a guarantee assumed by STABL, in accordance with the terms of such guarantee;
- 12.2.6. for culpable breach of duty resulting in injury to life, body or health; or
- 12.2.7. for culpable breach of material contractual obligations.

In the event of a breach of material contractual obligations, the claim for damages shall, however, be limited to the damage typically foreseeable at the time of conclusion of the Individual Contract or at the time the breach of duty occurred, unless one of the other cases listed above applies. Material contractual obligations are those obligations whose fulfilment is essential for the proper performance of the Individual Contract and on whose compliance the Buyer may regularly rely (cardinal obligations).

- 12.3. STABL shall not be liable for any damage resulting from improper handling, improper use or improper storage of the Product by the Buyer or by third parties engaged by the Buyer.
- 12.4. With regard to any economic feasibility calculations or comparable works such as potential analyses and simulations provided, the following shall apply: STABL assumes no responsibility or liability – whether express or implied – for the accuracy or completeness of the results presented in any presentation or in offer or marketing materials, in particular with respect to economic feasibility calculations, potential analyses or any decisions derived therefrom by the Buyer. The results of such economic feasibility calculations and potential analyses do not constitute an agreed quality of the Products, nor do they allow any conclusions to be drawn regarding the usual quality of the Products. Furthermore, they do not constitute the basis of the transaction for the conclusion of the contract. STABL also assumes no liability for the feasibility of the scenarios and assumptions presented in presentations and offer or marketing materials.

Certain economic feasibility calculations and the results and data presented therein originate from STABL's partners for the marketing of storage systems and have not been independently validated by STABL. The content of any materials provided, in particular economic feasibility or potential analyses, is for informational purposes only and does not constitute a recommendation for action or a guarantee of specific results, market behaviour or marketing strategies. Although the information has been compiled with due care, it is expressly noted that past results or experience do not allow conclusions to be drawn regarding future developments. Forecasts and economic assessments contained in presentations and presentation materials are inherently subject to significant uncertainty and may change materially due to market developments, regulatory adjustments or technical deviations. In the energy market-based commercialisation of storage systems, a wide range of external factors influence actual profitability, including, for example, developments in electricity market

STABL

prices, grid connection constraints or regulatory interventions, over which STABL has no control.

- 12.5. The exclusions and limitations of liability set out in these GTC shall also apply to the personal liability for damages of STABL's legal representatives, employees, other staff members, suppliers, subcontractors, representatives and agents.
- 12.6. The foregoing provisions do not entail any reversal of the burden of proof to the detriment of the Buyer.
- 12.7. STABL's total liability for all claims arising from this contractual relationship shall, except for the cases listed in Clause 12.2, be limited in amount to one hundred per cent (100%) of the purchase price.
- 12.8. STABL shall not be liable for lost profits, loss of use, loss of economic advantages – such as reductions in grid charges – or comparable indirect financial losses.

13. Set-Off, Rights of Retention and Assignment

- 13.1. The Buyer shall be entitled to set off claims against claims of STABL only if such counterclaims have been finally adjudicated, are undisputed or have been acknowledged by STABL.
- 13.2. The Buyer may exercise a right of retention only to the extent that its counterclaim (i) has been finally adjudicated, is undisputed or has been acknowledged by STABL, or (ii) arises from the same contractual relationship (i.e. the Individual Contract). With regard to point (ii), the Buyer may exercise its right of retention to a reasonable extent where a notice of defect has been duly submitted.

14. Confidentiality

- 14.1. The Parties undertake to treat as strictly confidential all documents, information and knowledge of a technical, commercial or organisational nature (hereinafter "Confidential Information") that one Party has received from the other Party, and to use such Confidential Information exclusively for the purpose of performing an Individual Contract concluded with the other Party. Confidential Information shall include, in particular, trade secrets that are marked or identifiable as such, such as product data, commercial, financial and technical data, customer data, drawings and other documents, as well as the content of the respective contracts, the fact that such contracts exist, and all information relating to the Products that is exchanged or obtained in the course of contract negotiations, contract performance or the operation of the Products. This also includes trade secrets of companies affiliated with the other Party within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), as well as all personal data and other information relating to customers of the other Party or its affiliated companies within the meaning of Sections 15 et seq. AktG. Statutory and regulatory disclosure obligations shall remain unaffected.
- 14.2. The confidentiality obligation shall not apply to Confidential Information that:
 - 14.2.1. was already known to the receiving Party prior to disclosure;
 - 14.2.2. was lawfully obtained by the receiving Party from a third party who is entitled to disclose such Confidential Information and is not subject to any confidentiality obligation in respect thereof;
 - 14.2.3. becomes publicly known without fault of the receiving Party; or

STABL

- 14.2.4. was demonstrably created or developed independently by the receiving Party without reliance on the disclosed Confidential Information.
- 14.3. Access to the disclosing Party's Confidential Information shall be granted only to such legal representatives, employees or agents of the receiving Party whose knowledge is necessary for the performance of an Individual Contract and who are subject to confidentiality obligations equivalent to those set out in this Clause 14. Confidential Information shall not be disclosed to any other third parties without the prior written consent of the disclosing Party.
- 14.4. The receiving Party shall be obliged to return to the disclosing Party, or destroy at the disclosing Party's request, all Confidential Information of the disclosing Party, including all copies thereof, as soon as such Confidential Information is no longer required for the purposes of the respective Individual Contract. Upon request, the receiving Party shall confirm the complete return or destruction in writing. The obligation to return or destroy shall not apply to the extent that the receiving Party is required to retain copies of the Confidential Information by law, regulation, court order or administrative order. Subject to the foregoing, the receiving Party shall have no right of retention with respect to the disclosing Party's Confidential Information. Files or copies of files that can only be deleted with disproportionate economic or practical effort, such as backups stored on backup servers, shall not be subject to the deletion obligation; however, they shall remain subject to the confidentiality obligation without limitation in time.

15. Data Protection

Personal data shall be collected and stored by STABL in compliance with applicable statutory provisions. STABL reserves the right to store data arising from the contractual relationship with the Buyer for the purposes of data processing in accordance with statutory requirements and, insofar as necessary for the performance of the contract, to transfer such data to third parties (e.g. insurance companies or suppliers). Further details on data processing by STABL are set out in STABL's privacy policy available on its website (www.stabl.com/de/datenschutz).

16. Reservation of Performance (Export Control and Sanctions)

- 16.1. Performance of the contract shall be subject to the condition that no obstacles arise from applicable German, US or other national, EU or international foreign trade laws and regulations, nor from any embargoes or other sanctions.
- 16.2. The Buyer represents and warrants that neither the Buyer nor any company affiliated with the Buyer within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), nor their respective legal representatives, are subject to sanctions, nor are they owned or controlled by any person subject to sanctions. In the event of resale or any other transfer of STABL Products to third parties within Germany or abroad, the Buyer shall comply with the applicable sanctions regulations in the respective country, in particular those issued by the Council of the European Union. STABL points out that the Product and/or its components may constitute "dual-use goods", which may be used for both civil and military purposes and may therefore be subject to sanctions.

STABL

16.3. In the event of a breach of the provisions of Clause 16.2, STABL shall be entitled, in addition to any claims for damages, to terminate and withdraw from existing contracts.

16.4. The Buyer shall be obliged to provide all information and documentation required for export, transfer and/or import.

17. Creditworthiness Check

17.1. The Buyer agrees that STABL may assess the Buyer's creditworthiness (solvency and default risk). For this purpose, STABL may obtain information on credit-relevant characteristics prior to the conclusion of the contract, in particular from the following credit agencies:

a. SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden

b. Verband der Vereine Creditreform e.V., Hellersbergstraße 12, 41460 Neuss

c. Euler Hermes SA, Friedensallee 254, 22763 Hamburg

17.2. If the Buyer's creditworthiness deteriorates after conclusion of the contract, STABL shall be entitled to request an amendment to the payment terms. If the Buyer refuses such amendment, STABL shall be entitled to withdraw from the contract.

18. Governing Law, Dispute Resolution and Jurisdiction

18.1. These GTC and the Individual Contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply and is expressly excluded.

18.2. Exclusive place of jurisdiction for all disputes arising out of or in connection with these GTC and the Individual Contract shall be the Regional Court (Landgericht) Munich I, Germany.

19. Miscellaneous

19.1. Each Party may advertise the business relationship with the other Party, in particular by mentioning or using the other Party's company name and/or company logo, only with the prior written consent of the other Party.

19.2. There are no oral side agreements. These GTC and the Individual Contract may be amended, replaced or supplemented only in written form. The right of STABL to amend these GTC pursuant to Clause 1.6 shall remain unaffected.

19.3. Any reference to a written form requirement in these GTC shall be deemed to mean "text form" within the meaning of Section 126b of the German Civil Code (BGB), in particular transmission by fax or email shall be sufficient.

19.4. All headings used in these GTC are for convenience only and shall not affect the interpretation of these GTC.

19.5. Should any provision of these GTC be or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. In such case, the Parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the economic intent of the invalid or unenforceable provision. The same shall apply in the event of a contractual gap.