

## General Terms and Conditions (GTC) of STABL Energy GmbH

*For the sale, installation, and commissioning of electricity-storing, electricity-generating systems, charging infrastructure, and their components.*

*This document is an English translation of the original German 'Allgemeine Geschäftsbedingungen (AGB)' of STABL Energy GmbH. The content has been translated for informational and contractual purposes for English-speaking parties.*

### 1 Scope of Application

- 1.1 These General Terms and Conditions of STABL Energy GmbH ("GTC") apply to all contracts between STABL Energy GmbH ("STABL") and its affiliated companies pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG) regarding all business relationships and services (including information and consulting) in connection with the sale, delivery and, if applicable, installation and commissioning of electricity-storing, electricity-generating systems, charging infrastructure, and the necessary accessories ("Product") to the customer specified in the individual agreement ("Client"). These GTC also apply to all future contracts concluded with the same Client, without the need for explicit reference to the GTC in each individual case.
- 1.2 These GTC apply only if the Client is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- 1.3 These GTC apply exclusively; deviating, conflicting, or supplementary terms and conditions of the Client shall only become part of the contract if and to the extent that STABL has expressly agreed to their validity in writing.
- 1.4 STABL reserves the right to enter into individual agreements with the Client, such as distribution agreements, which—if they deviate from or conflict with these GTC—shall take precedence.
- 1.5 STABL reserves the right to amend these GTC at any time, if necessary. STABL shall inform the Client in writing of any amendments and indicate that the Client may object to such changes within two (2) months from the date of notification in the case of an ongoing contractual relationship (continuing obligation). If no objection is made within this period, the amendments shall be deemed accepted.

### 2 Conclusion of a Contract

- 2.1 A purchase agreement between STABL and the Client is concluded when STABL confirms a written order from the Client by means of an order confirmation via email within twenty (20) business days (excluding Saturdays, Sundays, and public holidays in Bavaria) ("Individual Agreement").
- 2.2 STABL is not obligated to accept the Client's orders.
- 2.3 STABL retains full ownership and copyright of all offers, calculations, cost estimates, drawings, and other documents related to the offer ("Offer Documents"). Such

documents may only be made available to third parties with prior written consent from STABL.

### 3 Delivery and Delivery Dates

- 3.1 Delivery conditions for the Product follow Incoterms 2020 ExWorks (EXW). The risk transfers to the Client upon handover to the first carrier/delivery person.
- 3.2 Partial deliveries are permitted, provided they are agreed upon in the Individual Agreement.
- 3.3 Delivery shall be made to the delivery address specified by the Client.
- 3.4 Delivery dates provided by either STABL or the Client are generally non-binding until confirmed in writing by STABL. If a binding delivery date is agreed, the delivery shall be deemed on time if the Product has been handed over to the first carrier for dispatch to the Client by that date.
- 3.5 Compliance with a binding delivery date by STABL requires the timely and proper fulfillment of the Client's obligations, including the provision of necessary documents, approvals, and internal clearances. If these obligations are not met in time, the delivery date shall be extended accordingly—unless STABL is responsible for the delay.
- 3.6 The Client is liable for delays or additional costs incurred by STABL due to acts or omissions by the Client or its agents (e.g. storage costs). If such delays exceed one (1) month, STABL may charge a flat fee of 1% of the affected Product's purchase price per additional month of delay, capped at 10%. The Client may prove that lesser or no damage occurred. STABL reserves the right to claim further damages.
- 3.7 If STABL fails to meet the agreed delivery date due to the Client's breach of obligations or due to events under Sections 3.5 or 3.8, default shall occur as defined by law. The Client must grant STABL a reasonable grace period for fulfillment unless exceptional circumstances (e.g. impossibility of performance) make such a period unnecessary.
- 3.8 If STABL is unable to deliver or install the Product due to force majeure, the delivery period shall be extended by the duration of the force majeure. "Force Majeure" refers to events that are unforeseeable or beyond reasonable control (e.g. natural disasters, pandemics, terrorism, war, strikes, official measures, shortages, embargoes, or cyberattacks despite standard protections). The Client shall have no claims due to delays caused by force majeure, including those affecting subcontractors. If force majeure occurs while a delay is already in place, STABL is not liable for the additional delay. If the Client is not responsible for the delay and it exceeds eight (8) weeks, the Client may withdraw from the Individual Agreement.

### 4 Installation and Commissioning of the Product

Where installation and commissioning by STABL is agreed in the Individual Agreement, the following provisions shall apply unless otherwise agreed in writing:

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- 4.1 STABL may perform installation and commissioning either itself or through subcontractors.
- 4.2 The parties shall agree on a date for installation and commissioning after conclusion of the contract.
- 4.3 The Client shall, at its own expense and in due time, provide:
  - 4.3.1 all earthworks, construction and other ancillary work unrelated to the industry, including the necessary skilled and auxiliary personnel, building materials, and tools,
  - 4.3.2 the items and materials required for installation and commissioning, such as scaffolding, lifting equipment, fuel, and lubricants,
  - 4.3.3 energy and water supply at the location of use, including connections, heating, and lighting,
  - 4.3.4 sufficiently large, suitable, dry, and lockable rooms for storage of machinery parts, equipment, tools, etc., and appropriate working and recreation spaces including sanitary facilities for STABL's personnel. The Client shall take all measures at the installation site to protect STABL's property and personnel, as would be taken to protect its own property.
- 4.4 Before installation begins, the Client shall provide all necessary information regarding the location of concealed power, gas, and water lines or similar systems and the required structural data without being asked.
- 4.5 All preparatory work must be completed such that installation can commence and proceed without interruption. Access routes and the installation site must be leveled and cleared.
- 4.6 If installation or commissioning is delayed due to circumstances for which the Client or its agents are responsible, the Client shall bear the costs for waiting time and any additional travel expenses incurred by STABL or its personnel.
- 4.7 The Client shall confirm weekly the working hours of STABL personnel and the completion of the work without delay.
- 4.8 The Client shall provide qualified personnel free of charge for the duration of service delivery to clarify technical and organizational matters and ensure continuity. A technically competent representative must be appointed as the contact person responsible for all contractual matters and authorized to make necessary decisions.
- 4.9 The Client grants STABL and its subcontractors the right to carry out all necessary works on its property or buildings, in particular:
  - 4.9.1 installation and commissioning of the Products including all necessary measures,
  - 4.9.2 setup of metering systems,

4.9.3 laying of connection lines,

4.9.4 installation of other components.

4.10 After prior notification, STABL's authorized representatives shall be granted free and unrestricted access to all rooms, installations, and pipelines necessary for proper installation. In emergencies, access must be granted without prior notice.

4.11 If acceptance is required following installation or commissioning, the Client shall accept within two (2) weeks upon STABL's request. Acceptance is also deemed granted if the Client allows this period to elapse or if the Product is used after an agreed test phase.

4.12 The Client shall, at its own expense, provide an electrical power supply for the Product and its components, as well as for system monitoring, if not covered by the Product itself.

4.13 To ensure safe operation, the Client shall provide a functioning internet connection for system monitoring during the use of the Product.

4.14 The Client is solely responsible for applying for and obtaining all approvals, consents, and notifications required for installation, operation, and grid connection—unless explicitly agreed otherwise in writing.

4.15 The Client is the operator of the Products (system operator under the German Renewable Energy Act – EEG). It is responsible for concluding all necessary agreements for power usage or grid feed-in (e.g., grid connection, feed-in tariffs) at its own expense.

## **5 Prices and Payment Terms**

5.1 Prices are specified in the Individual Agreement and are exclusive of statutory VAT.

5.2 The Client shall bear all additional costs (e.g., packaging, transport, insurance, customs, etc.) arising in connection with the purchase and shipment of the Products. These will be invoiced separately.

5.3 If installation or commissioning is agreed but not already included in the price or separately itemized, the Client shall bear all associated costs (e.g., travel expenses).

5.4 Grid connection fees and other local utility charges are not included in the price and must be paid by the Client.

5.5 Payments are due within thirty (30) calendar days of receipt of invoice unless otherwise agreed. All payments shall be made in euros to the bank account specified by STABL.

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5.6 Default interest shall accrue at nine (9) percentage points above the ECB base rate annually. Interest will not accrue for up to three (3) business days if delay is not the Client's fault. STABL reserves the right to claim additional damages.

5.7 If the Client defaults on any payment, STABL may withhold further deliveries or demand advance payment.

5.8 If the Client's creditworthiness deteriorates after contract conclusion, STABL may declare all outstanding amounts immediately due or demand prepayments.

## 6 Retention of Title

6.1 Delivered Products ("Reserved Goods") remain STABL's property until all claims from the business relationship are fulfilled. If the value of all securities exceeds the claims by more than 20%, STABL will release securities at the Client's request.

6.2 The Client must handle Reserved Goods with care, perform necessary maintenance at its own expense, and insure them adequately against loss and damage.

6.3 After risk transfer, the Client shall bear all obligations relating to regulatory requirements or official orders.

6.4 Pledging or assigning the Reserved Goods as collateral is prohibited. Resale is only permitted to resellers in the normal course of business and only under the condition that payment is received or the Product remains subject to retention of title.

6.5 If the Client resells the Reserved Goods, it hereby assigns future receivables from its customers to STABL as collateral without further declaration. If sold with other items without separate pricing, the portion equal to STABL's invoiced price is assigned.

6.6 Mixing and processing of Reserved Goods:

6.6.1 Processing with other goods is permitted. The new item shall be stored for STABL with due care and is also considered Reserved Goods.

6.6.2 In the case of combination or mixing with third-party goods, STABL acquires co-ownership in proportion to the value of its goods.

6.6.3 Section 6.5 applies to the new item accordingly.

6.6.4 If combined with real estate or other items, the Client assigns any resulting claims to STABL proportionally.

6.7 The Client may collect assigned receivables unless revoked due to justified cause (e.g., default, insolvency). STABL may disclose the assignment and collect the receivables.

6.8 The Client must immediately notify STABL of any third-party access to the Reserved Goods and provide necessary documentation.

6.9 If the Client breaches the contract, particularly through payment default, STABL may withdraw from the agreement and reclaim the Reserved Goods. This does not constitute withdrawal unless expressly declared.

## 7 Intellectual Property Rights

7.1 All intellectual property rights embodied in or contained within the Product—including, but not limited to, software and documentation, inventions, patents or patent applications, designs, copyrights, trade names or trademarks, and know-how, whether registered or not ("Intellectual Property Rights")—belong to STABL.

7.2 The Client is obligated to respect and not infringe upon these Intellectual Property Rights. They are subject to the confidentiality obligations pursuant to Section 13, where applicable.

7.3 STABL grants the Client a non-exclusive, free-of-charge, and non-sublicensable right of use of the Intellectual Property Rights embodied in or associated with the Product. This right is restricted to the contractual use of the Product and may only be transferred in conjunction with the sale of the Product.

7.4 Unless otherwise agreed in the Individual Agreement, the right of use does not include editing, further development, reproduction, or publication of the Intellectual Property Rights. The Product or the software it contains may not be disassembled or reverse-engineered. For clarification: copying, modifying, enhancing, or replicating the Intellectual Property Rights without prior written consent from STABL is prohibited unless required for contractual use or by law.

## 8 Data and Software Rights

8.1 The Product generates operational data concerning the system and the power grid, particularly high-resolution data on current, voltage, and temperature ("Operational Data"). This data does not include personal data. Operational Data is transmitted to STABL; no other data is transmitted or accessed.

8.2 The Client shall provide continuous internet access from the time of commissioning and maintain it until the warranty period expires, if technically possible.

8.3 Operational Data is used for visualization, analysis, and monitoring of the Product and the connected grid. This serves to improve the Product and STABL's services. All Operational Data belongs to STABL and is considered Confidential Information under Section 13.1.

8.4 STABL may, where necessary or beneficial, update the operating software installed on the Product and provide such updates:

8.4.1 STABL will determine the delivery method at its discretion, e.g., via internet download. The Client may be notified via email or through a designated STABL portal.

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8.4.2 If the Client opts for automatic update download and installation, they must ensure a working internet connection.

8.4.3 The Client is responsible for installing updates. If updates are not installed, full functionality may not be ensured. STABL is not obligated to maintain old software versions beyond one (1) month unless critical security flaws exist. Claims based on malfunctions due to outdated software are excluded.

8.4.4 If the Product is used with other components or systems, the Client is responsible for ensuring compatibility, including after updates.

## **9 Warranty, Defect Notifications, Liability for Defects**

9.1 The Client must inspect the Product upon delivery and notify STABL immediately of any apparent defects. Visible defects must be reported in writing within five (5) calendar days; hidden defects must be reported within five (5) calendar days after discovery. Defect reports must include a description and proof (e.g., printouts or other documents).

9.2 The Product must essentially conform to the description in the Individual Agreement. STABL is not liable for minor deviations that do not significantly impair usability, unless otherwise agreed.

9.3 For significant defects reported in time, STABL may choose to either replace or repair the Product.

9.4 If the defect is due to a third-party component not manufactured by STABL, and STABL merely passes it through, the Client may first request assignment of STABL's rights against the supplier. If the supplier cannot be held liable or the defect is STABL's fault, STABL remains liable.

9.5 If STABL fails to remedy the defect within a reasonable grace period, the Client may withdraw from the contract or reduce the purchase price and claim damages under legal provisions.

9.6 For product returns, the Client initially bears costs for packaging, shipping, insurance, and customs. If the defect is significant, STABL will cover these costs. The Client is liable for damage caused by improper packaging unless due to the original defect.

9.7 Warranty claims expire twelve (12) months after delivery unless longer periods apply by law (e.g., construction materials, fraudulent concealment, or warranties).

9.8 STABL is not liable for defects caused by:

9.8.1 improper use, storage, maintenance, or handling;

9.8.2 unsuitable equipment or environmental exposure (e.g., direct sunlight, water, fire);  
or



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9.8.3 use beyond the agreed purpose. Limitations only apply unless overridden by Section 11.2.

9.9 Reimbursement of costs related to remedying defects (e.g., transport, labor, materials) is excluded if the Product was moved from the agreed location—unless previously agreed. Further claims are subject to Section 11.

9.10 Any warranties granted beyond statutory obligations remain unaffected and must be given in writing.

9.11 Technical or natural wear and tear (e.g., battery degradation, worn parts) does not constitute a defect and is excluded from warranty.

## 10 Third-Party Claims and Defects in Title

10.1 STABL declares, to the best of its knowledge, that possession and use of the Product, software, and related Intellectual Property Rights do not infringe third-party rights within the EU.

10.2 If third-party claims arise regarding ownership or IP rights, the Client shall inform STABL without undue delay and provide all necessary authorizations for defense.

10.3 STABL's obligations under Section 10.4 only apply if:

10.3.1 the Client notifies STABL immediately in writing;

10.3.2 the claim arises from contractual use;

10.3.3 the Client does not admit liability via settlement or otherwise; and

10.3.4 STABL retains control over legal defenses and settlement negotiations.

10.4 STABL may, at its discretion:

10.4.1 dispute or eliminate third-party rights;

10.4.2 protect against enforcement of claims; or

10.4.3 modify or replace the Product to avoid infringement, provided functionality is maintained.

10.5 Sections 9.5 to 9.10 apply accordingly.

## 11 Limitation of Liability

11.1 Unless otherwise specified in these GTC or the Individual Agreement, the Client's claims for damages—regardless of legal basis, particularly for breach of duty or tort—are excluded.



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11.2 Notwithstanding the above, STABL shall be liable according to statutory provisions in the following cases:

11.2.1 under the Product Liability Act;

11.2.2 in cases of intent;

11.2.3 in cases of gross negligence;

11.2.4 in cases of fraudulent concealment of a defect;

11.2.5 for breach of a guarantee expressly assumed by STABL;

11.2.6 for culpable injury to life, body, or health;

11.2.7 for culpable breach of material contractual obligations.

In such cases, liability is limited to the typical foreseeable damage at the time of conclusion of the Individual Agreement or the breach, unless any of the aforementioned exceptions apply. Material obligations are those whose fulfillment is essential for proper execution of the contract and on which the Client regularly relies (so-called cardinal duties).

11.3 STABL is not liable for damages resulting from improper handling, use, or storage of the Product.

11.4 The exclusions and limitations of liability also apply to personal liability of STABL's legal representatives, employees, agents, suppliers, subcontractors, and vicarious agents.

11.5 These provisions do not result in a reversal of the burden of proof to the Client's disadvantage.

## 12 Set-Off, Rights of Retention, and Assignment

12.1 The Client may only offset claims that are legally established, undisputed, or acknowledged by STABL.

12.2 The Client may only assert rights of retention if the counterclaim (i) is legally established, undisputed, or acknowledged, or (ii) arises from the same contractual relationship (i.e., the Individual Agreement). In the case of (ii), the Client may only exercise retention rights to a reasonable extent and in case of justified defect complaints.

## 13 Confidentiality

13.1 Each party shall keep all documents, information, and knowledge of a technical, commercial, or organizational nature ("Confidential Information") received from the other party strictly confidential and use it solely to fulfill the Individual Agreement.

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Confidential Information includes, but is not limited to, trade secrets (explicitly marked or clearly identifiable), such as product data, commercial, financial and technical data, customer information, drawings and documents, content of agreements, trade secrets of affiliated companies within the meaning of Sections 15 et seq. AktG, personal data, and other information about customers or affiliated companies.

13.2 The confidentiality obligation does not apply to information that:

13.2.1 was already known to the receiving party;

13.2.2 is lawfully obtained from a third party not bound by a confidentiality obligation;

13.2.3 becomes public through no fault of the receiving party;

13.2.4 is independently developed by the receiving party without using the confidential information.

Statutory and regulatory disclosure obligations remain unaffected.

13.3 Confidential Information may only be disclosed to representatives, employees, or agents of the receiving party if they need to know the information to fulfill the agreement and are bound by confidentiality obligations equivalent to this section. Disclosure to third parties requires prior written consent.

13.4 Upon request or when no longer needed, all Confidential Information and copies must be returned or destroyed. Destruction or return must be confirmed in writing. This obligation does not apply where statutory, regulatory, or court-ordered retention applies. Backup files requiring unreasonable effort to delete are excluded from destruction, but remain subject to indefinite confidentiality.

## 14 Privacy Policy

STABL collects and stores personal data following applicable legal provisions. STABL reserves the right to store data from the contractual relationship for data processing and to transmit it to third parties (e.g., insurers, suppliers) as necessary for contractual fulfillment. For more details, the data protection information published on STABL's website applies ([www.stabl.com/en/privacy](http://www.stabl.com/en/privacy)).

## 15 Reservation of Performance

15.1 The fulfillment of the contract is subject to the condition that there are no obstacles due to applicable national, EU, U.S., or international foreign trade laws, embargoes, or other sanctions.

15.2 In the event of onward delivery or other transfer of STABL Products to third parties in Germany or abroad, the Client is obligated to comply with all applicable sanctions regulations in that country, particularly those imposed by the Council of the European Union.

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15.3 In the event of a violation of Section 15.2, STABL shall be entitled to terminate existing contracts in addition to claiming damages.

15.4 The Client must provide all necessary information and documentation required for export, transfer, or import.

## 16 Credit Check

16.1 The Client agrees that STABL may check its creditworthiness (payment capacity and risk of default). STABL may obtain information on credit-relevant factors prior to contract conclusion.

16.2 If the Client's creditworthiness deteriorates after contract conclusion, STABL may demand a change in payment terms. If the Client refuses, STABL is entitled to withdraw from the contract.

## 17 Applicable Law, Dispute Resolution, and Jurisdiction

17.1 These GTC and the Individual Agreement are governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

17.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with these GTC and the Individual Agreement is the Regional Court (Landgericht) of Munich I, Germany.

## 18 Miscellaneous

18.1 Neither party may use the other party's business relationship, including mention or use of the company name or logo, for advertising purposes without prior written consent.

18.2 There are no oral side agreements. These GTC and the Individual Agreement may only be amended, replaced, or supplemented in written form.

18.3 Any reference to "written form" in these GTC shall be interpreted as "text form" under § 126b BGB (e.g., fax or email is sufficient).

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

18.5 If any provision of these GTC is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such cases, the parties shall replace the invalid or unenforceable provision with a valid and enforceable one that comes closest to the original intent. The same applies in the case of omissions.

Please note: The German [AGB](#) of STABL Energy version is legally binding.