

## General Terms and Conditions of Purchase of STABL Energy GmbH

### I. General Provisions

1. These General Terms and Conditions of Purchase (hereinafter called "GTCP") shall apply to all contracts concluded by STABL Energy GmbH (hereinafter called "STABL") with a supplier (hereinafter called "Supplier") concerning any deliveries or services offered to STABL by the Supplier.
2. The Supplier's general terms and conditions shall only apply to the extent that STABL expressly consented to such application in writing.
3. If special provisions deviating from these terms and conditions are agreed upon in writing for a particular order, these General Terms and Conditions of Purchase (GTCP) shall apply subordinately and supplementarily.
4. This requirement of consent applies in any event, particularly if STABL accepts receipt of the Supplier's deliveries while being aware of the Supplier's General Terms and Conditions

### II. Order – Order Confirmation

1. Orders must be placed in writing. Verbal agreements are only effective if confirmed in writing by STABL.
2. Orders must be confirmed in writing by the Supplier within five working days of the order date, stating our order number. Otherwise, STABL can revoke the order.
3. STABL may also demand changes to the delivery item after the contract conclusion if these are reasonable for the Supplier.

### III. Delivery Dates - Discontinuation

1. The delivery dates and deadlines agreed upon between STABL and the Supplier is binding. If it becomes apparent to the Supplier that delivery dates cannot be met, the Supplier must contact STABL immediately stating the reasons and new delivery dates. In this case, the Supplier is obliged to ensure the fastest possible delivery at his own expense.
2. If the Contractor does not perform the due service or fails to do so in compliance with the contract, STABL may, after the expiry of a reasonable grace period, rescind the contract or terminate the contract for cause, insofar the Supplier is responsible for the failure to meet the scheduled delivery date and demand damages in accordance with the statutory provisions. Such compensation shall also include the extra costs arising in the event that a replacement is procured from a third party.
3. STABL may terminate the contract for good cause or withdraw from it, particularly if the Supplier has not only temporarily suspended payments, filed for insolvency, if insolvency proceedings have been opened against their assets, or if the opening has been rejected due to a lack of assets.

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4. If a contractual penalty is agreed in an individual contract or in a framework purchase agreement in the event of late delivery, STABL's right to withdraw the order or receive compensation for damage caused by delay pursuant to Article III No. 2 shall remain unaffected.

## IV. Prices

1. The prices contractually agreed and correspondingly indicated within the order shall be fixed prices, unless otherwise stipulated in the order, and shall include packaging and delivery in accordance with the contractually agreed Incoterms®, as amended from time to time, but shall exclude transport insurance.
2. Extra services and/or additional services will only be remunerated if this has been agreed in writing before the service is performed.

## V. Shipping - Invoice

1. The contractually agreed and current version of the Incoterms® shall apply to the shipment of the goods.
2. Place of performance for delivery and performance shall be in accordance with the agreed Incoterms®. Unless otherwise agreed, the place of performance shall be at STABL Energy GmbH, Baierbrunner Straße 30, 81379 Munich, Germany.
3. Each delivery of goods shall have attached a delivery note displaying the order number, order item number, the ordered quantity, agreed delivery date and description of the goods as well as, if existent, the STABL material number and the serial number. Each packaging unit shall be marked with at least the STABL material number, the quantity contained and the Supplier's name. If agreed, the date of manufacture of the goods must also be shown.
4. If goods are delivered from a third country (Drittland), the shipping documents must be sent to STABL for review prior dispatch. Following such review, STABL shall grant the Supplier its approval to initiate the shipment of the goods.
5. Deliveries for which STABL must bear the freight costs either wholly or in partly, shall be transported at reasonable rates and methods, unless otherwise stipulated by the Supplier.
6. The Supplier shall ensure proper and safe packaging for reliable shipment of the goods. Packaging for electronic elements or components must be ESD-dissipative.
7. The invoice shall be sent to STABL including the delivery note details specified under this section V.2

## VI. Payment

1. The period for payment of the invoice begins as soon as the delivery or service has been fully accepted by STABL and the duly issued invoice has been received. Insofar as the Supplier is required to provide material tests, test protocols, quality documents or other documents, the completeness of the delivery or service also presupposes receipt of these documents.
2. Unless otherwise agreed, payment shall be made net within sixty (60) calendar days. Until defects have been rectified, STABL may withhold payment. During the warranty

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period, STABL can make use of a non-interest-bearing guarantee retention of up to 10% of the order value. Payment does not imply an acknowledgement of the correctness of the delivery or service or a waiver of any rights to which STABL is entitled. Bank charges of the recipient bank shall be borne by the Supplier.

3. A payment shall be considered being made by the time a transfer instruction is handed over to the bank, or by the time, a cheque is dispatched.
4. STABL shall be entitled to set off all claims against any of Supplier's claims. The Supplier shall be entitled to set off only undisputed or legally established claims.
5. The Supplier may only assign claims against STABL to third parties with the written consent of STABL.

## VII. Export and Import Regulations

1. Delivery documents originating from an EU Member State outside the Federal Republic of Germany shall state the Supplier's EU VAT ID number.
2. With reference to the STABL article number, the Supplier shall provide information on the country of origin, weight (gross/net), customs tariff number (HS code) and the dual-use characteristic of the goods.
3. In case of goods originating in the EU, the Supplier shall, at the beginning of every calendar year, provide STABL with an up-to-date long-term supplier's declaration in accordance with the implementing regulation (EU) 2015/2447 of the Commission of 24th of November 2015, unsolicited and free of charge as well as upon STABL's special request. If the Supplier is unable to issue a long-term supplier's declaration, the Supplier shall provide an IHK (German Chamber of Commerce and Industry) long-term declaration for the non-preferential origin or another proof document regarding the origin of the goods at the beginning of every calendar year. Such document shall be either sent in electronic form by email or made in writing.

## VIII. Intellectual Property Rights

1. The agreed purchase price pays for the acquisition of the industrial property rights and in particular of patents to the extent that such acquisition is necessary in order that STABL may freely use, partly or completely remake, and resell the object(s) supplied.
2. Where licenses are necessary, the Supplier must obtain these. We may use any inventions made by the Supplier while executing our order, free of charge.
3. In the event if any third-party protective rights are infringed in connection with the ordered delivery or service, the Supplier shall indemnify us and hold us harmless.

## IX. Warranty for Defects in Quality or Title, Liability

1. Unless otherwise agreed below, liability and warranty shall be governed by the statutory provisions. Deviating from this, however, the warranty period shall be 36 months unless the statutory warranty period provides for a longer period in each case.

2. The Supplier warrants that, in the case of deliveries of goods by the Supplier, the goods delivered shall have the agreed quality, comply with the specification, be suitable for the purposes known to the Supplier and be free of defects and third-party rights, in particular patents, copyrights and rights of use the same time. In this respect, the moving average price shall be taken as baseline for debiting defective parts.
3. In the event of a justified rejection of a complaint, the debit note will be withdrawn. Lump sums unduly charged will be refunded to the Supplier.
4. All costs incurred in connection with the determination and examination of defects may be claimed by STABL by way of a damage claim (Schadenersatz) and be set off against outstanding payment claims.

## X. Confidentiality and Protection of Confidence

The Supplier is obliged to treat the order and the resulting work, including all associated documents, devices and equipment, etc., confidentially and not to make them directly or indirectly accessible to third parties. Press releases, other publications and advertising with orders placed are only permitted with the written consent of STABL.

## XI. Other Provisions

1. The place of performance for delivery and performance is the STABL business premises in Munich.
2. The place of jurisdiction for all disputes, as far as legally permissible, is Munich. STABL is also entitled to bring an action at the Suppliers' registered office or before another court with jurisdiction under domestic or foreign law.
3. All legal relations between STABL and the Supplier arising out of or in connection with the contractual relationship shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any conflict of law's provisions.
4. Even if individual provisions are legally invalid, the contract remains binding in its remaining parts, unless adherence to the contract would constitute an unreasonable hardship for one party.
5. STABL and the Supplier agree to comply with all provisions of the Bundesdatenschutzgesetz (German Federal Data Protection Act), the European General Data Protection Regulation (GDPR) and any other provisions relating to data protection. In particular, STABL and Supplier shall only collect, process and use personal data to the extent that they are permitted to do so as a result of the respective contractual relationship and to the extent necessary for rendering the respective service. Processing of the data beyond the aforementioned scope and processing of personal data at locations where the GDPR is not applicable shall be prohibited in each case and by any means.
6. The Supplier undertakes to comply with the **STABL Business Partner Code of Conduct** as amended from time to time. The respective applicable version is available at the following link: <https://stabl.com/agb/>