

ADS-TEC Energy Inc. General Terms and Conditions of Delivery and Payment (United States)

1. Scope and General Provisions

1.1 These General Terms and Conditions of Delivery and Payment (these “**General Terms**”) shall apply to the sale of equipment and goods (the “**Products**”) by ADS-TEC Energy, Inc., a Delaware corporation (“**ADS-TEC**”) when expressly referenced or included in a quote or similar agreement executed by and between ADS-TEC and the purchaser of such Products (“**Customer**”) or if no such documents are executed between ADS-TEC and Customer and Customer is purchasing through a Reseller, executed between Customer and the Reseller (“**Quote**”). The Quote will become effective on the date that Customer executes the Quote. “**Reseller**” means an entity that is appointed by ADS-TEC to process orders from Customers or a reseller of the Products.

1.2 Each Quote will include (i) a list of Products to be purchased; (ii) the purchase price of the Products purchased; (iii) quantities of Product ordered; (iv) Customer’s requested delivery date; and (v) the Delivery Destination and the Location (each as defined below) for the Products. No Quote is binding on ADS-TEC unless accepted by ADS-TEC through its execution of the Quote.

1.3 Each Quote and these General Terms taken together form the agreement of the parties with respect to the Products purchased under such Quote (the “**Agreement**”) and are as fully a part of the Agreement as if attached hereto or repeated herein. Each Agreement represents the entire and integrated agreement between the parties with respect to the subject matter thereof and supersedes any prior or contemporaneous discussions, negotiations, representations or agreements, either written or oral, including any Offer Documents (as defined below). If Customer purchases an Advanced Warranty (as defined in an applicable Quote), the terms of the ADS-TEC Energy Service Agreement available at <https://www.ads-tec-energy.com/en/terms> shall apply (the “**Service Agreement**”) and the terms of the Advanced Warranty will supersede the Defect Warranty herein.

1.4 In the event of a conflict between these General Terms and any Quote that incorporates these General Terms, the provisions of the Quote shall control with respect to only such Quote.

1.5 For the avoidance of doubt, offers from ADS-TEC shall always be deemed to be subject to confirmation by ADS-TEC, in particular with regard to quantity, price and time for performance. This applies to any and all Quotes, information in catalogues, technical documentation (e.g., drawings,

plans, calculations, references to technical standards) or other product and service descriptions or documents provided by ADS-TEC to Customer (“**Offer Documents**”).

1.6 Information in Offer Documents regarding the object of performance (e.g., weights, dimensions, utility values, load-bearing capacity, tolerances and technical specifications) are only approximate and not actual characteristics. These characteristics are not guaranteed, but merely descriptions of performance. Deviations that are customary in the trade and deviations that occur due to legal requirements or that represent technical improvements, as well as the replacement of components with equivalent parts, are permissible.

1.7 If Customer orders Products from a Reseller under a Quote with the Reseller (“**Customer Order**”): (A) these General Terms apply to Customer’s use of the Products and (B) the Reseller is solely responsible for any variations or inconsistencies between the Customer Order and the order between the Reseller and ADS-TEC for the purchase of the Products. If Customer does not accept the terms of these General Terms, then Customer must not use, or must immediately cease using, the relevant Products and Services.

2. Terms of Delivery

2.1 All Products shall be delivered FCA Delivery Destination Incoterms 2020, using ADS-TEC Energy’s standard methods for packaging and shipping the Products. The “**Delivery Destination**” means the location in the United States identified by the Customer and agreed to by ADS-TEC on the applicable Quote where the Products will be delivered to. Unless expressly agreed to by the parties in writing, ADS-TEC shall select the method of shipment of and the carrier for the Products. ADS-TEC may, in its sole discretion, without liability or penalty, make partial shipments of Products to Customer. Each shipment constitutes a separate sale, and Customer shall pay for the units shipped, whether the shipment is in whole or partial fulfillment of a Quote.

2.2 Customer shall examine all incoming Products for any damage or defects within the timeframe specified in Section 7.1 after receipt of the Products at the Delivery Destination.

2.3 Any time quoted for delivery is an estimate only; provided, however, that ADS-TEC shall use commercially reasonable efforts to deliver all Products on or before the requested delivery date. ADS-TEC is not liable for or in respect of any loss or damage arising from any delay in filling any Quote,

failure to deliver, or delay in delivery. No delay in the shipment or delivery of any Product relieves Customer of its obligations under this Agreement, including accepting delivery of any remaining installment or other Quotes of Products.

3. Terms of Payment

3.1 ADS-TEC shall deliver to Customer an invoice for each unit of the Product upon shipment of such unit to the Delivery Destination. Customer shall pay each invoice, without set-off or deduction, in accordance with the terms of the Quote or, absent payment terms in the Quote, within fourteen (14) days following shipment of the Products by ADS-TEC to the Delivery Destination. All payments by either party shall be made by means of telegraphic transfer or ACH to the bank account designated by the other party. Checks and bills of exchange will only be accepted with the consent of ADS-TEC.

3.2 In the event of (i) any failure of Customer to timely make a payment to ADS-TEC under this Agreement or (ii) ADS-TEC decides that there has been a material deterioration in Customer's financial condition that impairs Customer's ability to perform under this Agreement, ADS-TEC shall have the right to demand advance payment for any Product to be supplied pursuant to the Quote or any future Quote between the parties.

3.3 Customer shall pay for all shipping charges and insurance costs. Customer shall pay all taxes imposed by any Governmental Authority (as defined below) on the sale of the Products (including, without limitation, any value added, sales, gross receipts or similar tax) and any export or import duties or customs or other charges imposed by a Governmental Authority on the import, export or shipment of the Products ("**Taxes**"). Customer shall also hold harmless and indemnify ADS-TEC from: (a) any such Taxes; (b) any penalties which are assessed against ADS-TEC by a Governmental Authority due to the failure by Customer to pay such Taxes; and (c) any costs incurred by ADS-TEC (including reasonable attorneys' fees) if ADS-TEC, in its sole discretion, determines that ADS-TEC is responsible for paying the Taxes and charges described in clause (a) or that ADS-TEC must defend against or pay the penalties described in clause (b).

3.4 Customer is allowed to buy the Products using third-party financing by either (i) paying ADS-TEC with funds from the third party financing company or (ii) requiring the third party financing company to pay ADS-TEC the fees due hereunder and subject to the following terms. Customer shall ensure the third party financing company is subject to the payment terms set forth in this Agreement. Notwithstanding the right for Customer to utilize third party financing, Customer is fully liable, both jointly and

severally, for all payments due to ADS-TEC under this Agreement and all other obligations set forth herein. If the third party fails to pay any amounts due and owing to Customer for the Products, ADS-TEC may seek such amounts from Customer. Customer shall indemnify, defend, and hold harmless ADS-TEC, its affiliates and each of their respective employees, directors, officers, agents and representatives from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from (a) any non-payment of the fees by a third party financing company obligated to pay on behalf of Customer or (b) Customer's breach of its agreement with the third party financing company.

3.5 If Customer orders the Products from a Reseller, payment terms are agreed between Customer and the Reseller. The payment of the fees for the Products by the Reseller satisfies Customer's payment obligations hereunder.

4. Installation Completion and Commissioning

4.1 Customer shall install, or cause to be installed by an authorized third party, each Product at its respective Location in accordance with the specifications for the Products, the Mechanical Completion and Pre-Commissioning Checklist provided by ADS-TEC, and the associated acceptance protocols ("**Installation Completion**"), and, after Customer believes that it has achieved Installation Completion, it shall provide ADS-TEC with written notice in accordance with Section 2.2. The "**Location**" means the location where the Products are installed. The Location and the Delivery Destination may be the same.

4.2 When Customer believes that it has achieved Installation Completion with respect to a Product, Customer shall notify ADS-TEC in writing at least three (3) weeks prior to the date that Customer requests ADS-TEC to commence Commissioning, along with all evidence showing that Installation Completion of such Product has been achieved, including a completed Mechanical Completion and Pre-Commissioning Checklist and photographic evidence of installation (the "**Installation Notice**"). Promptly after ADS-TEC's receipt of the Installation Notice, ADS-TEC shall review the evidence provided by Customer and determine whether Installation Completion with respect to such Product has been completed. ADS-TEC reserves the right to visit the Location of the Products to determine completion of Installation Completion and Customer shall cooperate with ADS-TEC and provide all necessary access to the Location upon such visit. If ADS-TEC believes that Installation Completion has been achieved, ADS-TEC shall deliver written notice to Customer within seven (7) Business Days following receipt of the Installation Notice (the "**ADS-TEC Response Period**"). If ADS-TEC

believes that Installation Completion has not been achieved, ADS-TEC shall, prior to the end of the ADS-TEC Response Period, notify Customer and provide a written description of the alleged deficiencies. Following receipt of such written notice, Customer shall take all actions necessary to correct the alleged deficiencies and shall thereafter redeliver the Installation Notice to ADS-TEC. The foregoing procedures shall be repeated until Installation Completion has in fact been achieved or a Party submits the issue to dispute resolution pursuant to Section 16.

4.3 ADS-TEC's obligations with respect to Commissioning of each Product are conditioned upon Customer's achievement of Installation Completion of such Product. After Installation Completion of a Product has been achieved, Customer may request in writing that ADS-TEC complete Commissioning at the Location of the respective Product and the Parties shall agree on a date for ADS-TEC to perform Commissioning. "Commissioning" shall mean all items on the Commissioning Completion Checklist provided by ADS-TEC have been completed with respect to a Product.

4.4 If ADS-TEC is delayed in performance of Commissioning as a result of a Force Majeure Event (as defined in Section 5), Customer shall reimburse ADS-TEC for any of its costs and expenses incurred as a result of such delay.

5. Force Majeure

No failure or omission by a party in the performance of any of its obligation under this Agreement (except with respect to payment obligations herein) shall be deemed a breach of this Agreement or create any liability if the same arises on account of a Force Majeure Event. A "Force Majeure Event" means any event or cause beyond the reasonable control of the party, including but not restricted to acts of God, acts or omissions of any government or agency thereof, rebellion, insurrection, riot, explosions, civil disturbance, sabotage, invasion, war (whether declared or undeclared), or other armed conflict, plague, epidemic, pandemic (including COVID-19 and its variants), outbreaks of infectious disease or any other public health crisis, including quarantine, legal restrictions, including any action, ruling, decree or injunction of a Governmental Authority, strike, labor disputes, lock out and transportation embargoes, seasonal or weather based road restrictions, blockades, perils of sea, the closing or congestion in any railway, railhead, harbor, dock, port, canal or area adjunct thereto, shortages of energy, materials or resources, subcontractor or vendor delays for which ADS-TEC is not responsible, strikes or lockouts, acts or threats of terrorism, vandalism, riots, fire, floods, storms, earthquake, hurricane, tornado, snowstorm, landslide, hazardous fog, drought, lightning, hail, ice

and ice storms, dust storms, volcanic activity, or other elements of nature, systemic electrical, telecommunications or other utility failure. The party relying on this Section 4 shall forthwith give written notice to the other party of its inability to perform such obligation and the reasons therefor. In the event of delay in performance due to any such causes, the date of delivery or time for completion shall be extended by at least by the length of time lost due to such delay.

6. Transfer of Title and Risk of Loss

6.1 Unless otherwise set forth in the Quote, title to the Products shall transfer to Customer upon payment in full for such Products.

6.2 Risk of loss to the Products shall pass to Customer upon delivery of the Products to the Delivery Destination. If Products are delivered in multiple pieces, parts or components, risk of loss with respect to each piece, part or component shall transfer as described in this paragraph. Title and risk of loss with respect to Products or components thereof that are rejected by Customer at the Delivery Destination shall transfer back to ADS-TEC at the time that ADS-TEC picks up the rejected Products or components, which shall take place within ten (10) business days following such rejection.

6.3 Customer hereby grants to ADS-TEC, and ADS-TEC hereby retains, a security interest and all applicable sellers' liens in and to the Products, now owned or hereafter acquired by Customer, including any modifications thereto or replacements thereof, together with all products and proceeds of the foregoing (the "Collateral"), as security until such Products are paid for in full. Customer authorizes ADS-TEC to make any and all filings with the appropriate Governmental Authorities it deems necessary to evidence or to perfect and protect the security interest granted pursuant to this Section 6.3. If requested by ADS-TEC, Customer shall promptly execute any and all documents or instruments to enable ADS-TEC to exercise and enforce its rights and remedies in this Agreement and as a secured party under the Uniform Commercial Code in effect in any applicable jurisdiction and to perfect and protect the security interest granted pursuant to this Section 6.3. When permitted by Applicable Law, ADS-TEC may file financing statements and fixture filings (and amendments thereto) without Customer's execution thereof. ADS-TEC may exercise its remedies against some or all of the Collateral and in such order as it shall choose in its sole discretion. Any sale, assignment or transfer of the Collateral, regardless of when any such sale, assignment or transfer occurs, shall be subject to the security interest of ADS-TEC therein.

6.4 To the maximum extent that such agreement is valid under Applicable Law, Customer agrees that no mechanic's or other liens, claims or

encumbrances shall be filed, permitted, assumed or maintained by it or any third party financing company against the Products, for any work done or material furnished for or in connection with the performance of the services and expressly waives and relinquishes the right to file or maintain any such lien, claim or encumbrance. In addition, Customer shall not grant to or otherwise create a security interest in or otherwise pledge the Products as security to any third party financing company or otherwise encumber the Products in anyway. If ADS-TEC at any time shall have evidence indicating the actual or potential existence of any such lien, claim or encumbrance, ADS-TEC may, in addition to any other rights or remedies hereunder, retain out of any payment then or thereafter due to Customer, recover from Customer, an amount sufficient to discharge such lien, claim or encumbrance and to pay all costs and expenses incurred in procuring such discharge and/or accelerate all payments due under this Agreement. In its third party financing agreements, Customer shall include substantially similar language, requiring its third party financing companies to waive all liens, claims, or encumbrances and waive its right to file such liens, claims or encumbrances against ADS-TEC.

7. Customer's Obligations

7.1 Customer shall have fourteen (14) days following delivery of the Products pursuant to Section 2.1 to inspect the Products and notify ADS-TEC that Customer rejects the Products solely if they appear to be damaged, defective, or not conforming based on such initial visual inspection. Customer's notice shall specify the non-conformity with photographs clearly evidencing such non-conformity and both parties shall examine and confirm such lack of conformity. Customer shall give ADS-TEC the opportunity to examine any notice of complaint and, in particular, to make the damaged Product and its packaging available to ADS-TEC for examination. If the need for inspection or examination for confirmation of such lack of conformity by a third party expert arises, then the Customer and ADS-TEC shall appoint such expert as agreed by both parties (acting reasonably and in good faith) and shall share the cost equally for such independent expert's inspection and examination. Any Products not rejected within fourteen (14) days following tender by ADS-TEC shall be deemed accepted by Customer in satisfactory condition and meeting the specifications in effect for such Products. If ADS-TEC confirms that the Product is defective, ADS-TEC will replace the defective Product or refund the amount paid for such Product, at the discretion of ADS-TEC. THE REMEDIES SET FORTH IN THIS SECTION 7.1 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING PRODUCTS.

7.2 ADS-TEC may equip the Products with its Big-LinX® Energy solution (the "**Monitoring**

System") so that the Products can be monitored for remote diagnosis and maintenance. In the event ADS-TEC has equipped a certain Product with the Monitoring System, Customer shall ensure that the Product is connected to the Monitoring System for the duration of time that Customer desires that ADS-TEC monitor such Product (the "**Monitoring Term**"). Customer shall ensure that the Monitoring System is connected to the internet for the duration of the Monitoring Term and comply with all instructions as ADS-TEC may provide from time to time. Costs of the sim card to power software is at the expense of ADS-TEC. Customer's use of the Monitoring System is subject to the Big-LinX® Energy Terms of Use, available at <https://www.ads-tec-energy.com/en/terms>, which may be modified from time to time.

7.3 Customer shall not be entitled to (i) equip the Products with software that does not correspond to ADS-TEC's factory default specifications or (ii) perform any value-added resale services nor install interfaces in the Products that are not provided by ADS-TEC, unless expressly approved by ADS-TEC in writing. Upon written request from Customer, ADS-TEC may, but shall have no obligation to, supply Products with an HMI (user interface) customized for a particular Customer.

7.4 Customer shall provide and perform, at its own expense and risk, all handling, storage, delivery, civil works, construction, and installation, of the Products at the ultimate Location of installation. Customer shall provide sufficiently large, suitable and dry storage for the Products. Customer shall be responsible for obtaining and providing all electricity, gas, water and similar utilities, as well as internet connection, for installation and operation of the Products.

7.5 Customer shall only access and use the Products, and ensure that any third parties using the Product, including the End Customer, in accordance with the ADS-TEC manuals and specifications provided by ADS-TEC, including their updates, provisions and specifications drawn up by ADS-TEC for transport, installation, connection, Commissioning, operation and ambient conditions, as well as the respective current information letters or other notices from ADS-TEC and any other documentation provided by ADS-TEC with the Products, including any original equipment manufacturer's documentation and/or specifications, prudent industry practices, and Applicable Laws. "**Applicable Laws**" means, with respect to any party, all laws, codes, ordinances, statutes, rules, regulations, proclamations, directives, orders, decrees, judgments, injunctions, permits, notices, tariffs or binding agreements promulgated, issued, imposed, adopted, ratifies, enacted or entered into by any Governmental Authority and binding upon or otherwise affecting such party, the Product or such party's obligations under this Service Agreement, as

the same may be modified, amended or repealed from time to time. “**Governmental Authority**” means any governmental, regulatory, administrative, judicial, public, or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or party in question.

7.6 Customer may operate or use the Products with a third party which the Customer has contracted (such third party, if any, hereinafter referred to as the “**End Customer**”); provided that such End Customer is subject to these General Terms and Customer shall remain liable for the acts or omissions of the End Customer.

7.7 Customer shall not make any representation or warranty commitment to any End Customer on ADS-TEC’s behalf, except as specifically authorized by ADS-TEC in writing. Customer agrees to indemnify, defend, and hold ADS-TEC harmless from any representation or warranty made by Customer to End Customer with regards to the Products.

7.8 If ADS-TEC notifies Customer that any Product needs to be recalled or otherwise withdrawn from the market, and Customer refuses or otherwise fails to do so in a timely fashion, Customer agrees to indemnify ADS-TEC, its affiliates, and their respective officers, directors, employees, agents and shareholders, from and against any and all liability, losses, damages, costs, expenses, penalties, and fines, including reasonable attorneys’ fees, incurred or suffered by ADS-TEC as a result of any such failure or refusal.

8. [Limitation of Liability and Waiver of Consequential Damages](#)

8.1 NOTWITHSTANDING ANYTHING ELSE HEREIN, AND EXCEPT FOR LIABILITY ARISING OUT OF (1) INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (WHICH IS SUBJECT TO THE SUPER CAP BELOW), OR (2) CLAIMS OF FRAUD, ADS-TEC’S LIABILITY UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE MONEY PAID BY CUSTOMER TO ADS-TEC FOR THE PARTICULAR PRODUCT GIVING RISE TO SUCH LIABILITY. THIS LIMIT SHALL NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY RESULTING DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ADS-TEC, OR FROM DAMAGE TO TANGIBLE PERSONAL PROPERTY (EXCLUDING LIABILITY FOR LOST DATA) RESULTING DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ADS-TEC. ADS-TEC’S LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000) (THE “SUPER CAP”). ALL

LIABILITY UNDER THIS AGREEMENT IS CUMULATIVE AND NOT PER INCIDENT.

8.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST REVENUE, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

9. [Limited Warranty/Warranty Disclaimer](#)

9.1 ADS-TEC provides a limited warranty for the Products as set forth in Appendix 1, attached hereto.

9.2 PRODUCTS THAT ARE NOT BRANDED BY ADS-TEC WITH THE ADS-TEC TRADEMARK OR SERVICE MARK ARE NOT COVERED BY THE DEFECT WARRANTY, SOFTWARE WARRANTY, OR BATTERY WARRANTY. INSTEAD, SUCH THIRD-PARTY PRODUCTS WHICH MAY BE MADE AVAILABLE WITH ADS-TEC PRODUCTS AND SOLUTIONS SHALL BE COVERED BY THEIR OWN MANUFACTURER’S WARRANTY. ADS-TEC WILL USE COMMERCIALY REASONABLE EFFORTS TO PASS THROUGH ANY MANUFACTURER’S WARRANTIES, AS PERMITTED BY THE MANUFACTURER. CUSTOMER ACKNOWLEDGES THAT NEITHER ADS-TEC OR ITS THIRD-PARTY PROVIDERS CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PRODUCTS OR SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES. ADS-TEC AND ITS THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, DELIVERY FAILURES, DATA LOSS, LOSS OF PROFITS, LOSS OF USE OR OTHER DAMAGE RESULTING FROM ANY OF THE FOREGOING INCLUDING ACTS OF GOD. IN ADDITION, ADS-TEC DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR THAT OPERATION WILL BE UNINTERRUPTED. EXCEPT AS SPECIFIED HEREIN, CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS AND ANY AND ALL PARTS THEREOF ARE PROVIDED “AS IS”, “AS AVAILABLE”, AND “WITH FAULTS” BASIS. THE WARRANTIES OF ADS-TEC SET FORTH HEREIN ARE ADS-TEC’S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE PRODUCTS AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. EXCEPT AS

SPECIFIED IN HEREIN, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF KNOWN TO ADS-TEC), NON-INFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE ARE HEREBY EXCLUDED AND DISCLAIMED BY CUSTOMER, AND HEREBY WAIVED BY ADS-TEC. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10. Confidentiality

10.1 “**Confidential Information**” means any confidential technical data, trade secret, know-how, financial information, or other confidential information, including but not limited to, marketing plans, sales plans, marketing data, and prices, disclosed by any party hereunder in writing, orally, or by drawing or other form, and including with respect to ADS-TEC, the Products. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure or becomes known to the receiving party without breach of this Agreement; (ii) is or becomes publicly known through no wrongful act of the receiving party or any party to whom such information is disclosed by the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party or any of its subsidiaries or affiliates; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

10.2 The receiving party shall not disclose to any third party any of such Confidential Information without the prior written consent of the disclosing party and shall not use such Confidential Information for any purpose other than as contemplated in this Agreement. Notwithstanding anything herein to the contrary, the receiving party may disclose the disclosing party’s Confidential Information as follows: (1) Confidential Information may be disclosed pursuant to and in conformity with Applicable Law or in connection with any legal proceedings, provided that the receiving party shall give prior notice to the disclosing party of such required disclosure and, if so requested by the disclosing party, shall use all reasonable efforts to oppose the requested disclosure as appropriate under the circumstances or to seek, through a protective order or other appropriate mechanism, to maintain the confidentiality of the Confidential Information; (2) Confidential Information

may be disclosed as required to be disclosed under securities laws applicable to publicly traded companies and their subsidiaries; and (3) Confidential Information may be disclosed to affiliates, subcontractors, employees, directors, officers, agents, investment committees, advisors or representatives of the receiving party who have a need to know such Confidential Information in order for the receiving party to perform its obligations or exercise its rights hereunder (the “**Representatives**”); provided that such Representatives are informed of the confidential nature of the Confidential Information, are subject to written confidentiality restrictions at least as protective as those herein; and the receiving party shall be liable to the disclosing party for any disclosure or use by such Representative in violation of the terms of this Section 10.

10.3 Neither ADS-TEC nor Customer will issue press releases or make other public announcements regarding this Agreement or the transactions described herein without the express written consent of the other party. In addition, Customer shall at no time (nor cause any third party to) take any action, publish or otherwise communicate anything that is or may be detrimental to the business reputation of ADS-TEC. Notwithstanding the foregoing, Customer grants ADS-TEC the right to use its name, logo or trademark in any marketing or promotional materials or on ADS-TEC’s website to identify Customer as a customer of ADS-TEC.

11. Intellectual Property

11.1 Notwithstanding transfer of title to the Product, ADS-TEC shall retain ownership of any and all Intellectual Property incorporated in the Product. ADS-TEC shall also own any (a) Intellectual Property developed or acquired by ADS-TEC or its affiliates, (b) modifications, improvements or derivative works, conceived, created, developed or reduced to practice by or for Customer relating to any Intellectual Property described in subsection (a) above, including Intellectual Property incorporated in the Product, (c) Intellectual Property developed by ADS-TEC or its affiliates independently of this Agreement, and (d) any and all data generated by ADS-TEC or its Products. Customer acquires no other right or license to use Intellectual Property owned by ADS-TEC or its affiliates than those set out in the license granted in Section 11.2 below, and does not acquire any ownership rights, title or interest to such Intellectual Property. “**Intellectual Property**” means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semiconductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know-how, processes, Confidential Information, and all other intellectual property rights.

11.2 Subject to the terms and conditions set forth in these General Terms, ADS-TEC hereby grants to Customer a non-exclusive, non-transferable license to use the Intellectual Property in Section 11.1 solely in connection with the ownership, operation, maintenance and repair of the Product, and solely in accordance with the terms of this Agreement (“**Licensed Intellectual Property**”). Customer shall have no right to grant sublicenses under the Licensed Intellectual Property, without prior written consent of ADS-TEC. Nothing in this Agreement or otherwise will be deemed to grant Customer an ownership interest in any Licensed Intellectual Property. For clarity, no ‘sale’ of any software by ADS-TEC is made, and no rights of sale are conveyed to Customer. Customer acknowledges that any unauthorized resale or redistribution or dissemination of the Product materially and irreparably harm ADS-TEC.

11.3 Customer shall not, and shall not allow or cause any other person to, including an End Customer:

- (a) translate, decompile, reverse engineer, decrypt, extract or disassemble the Product, any parts thereof, documents, firmware, software (including software received as part of a Product) except as expressly permitted in this Agreement unless ADS-TEC provides prior written consent;
- (b) reduce or attempt to reduce any software provided with the Product to source code form, except to the extent such restriction is prohibited by Applicable Law and such prohibition cannot otherwise be legally waived;
- (c) copy or redistribute any item of software except as specifically permitted in this Section 11;
- (d) redistribute software (including software received as part of a Product) received from any non-ADS-TEC source with, or in association with, any ADS-TEC product;
- (e) remove, alter, or destroy or permit to be removed, altered or destroyed any proprietary notices, including copyright notice, trademark, logo, proprietary marking, certification, or confidentiality notice, that appear on or provided with any Product;
- (f) affix any other mark or name to any Product without ADS-TEC’s express written permission;
- (g) develop: (a) any products that incorporates or includes the Product or any of the Licensed

Intellectual Property in such Product; or (b) any modification or improvements related to the Product or Licensed Intellectual Property, without ADS-TEC’s express written consent;

- (h) apply for any registration of any rights in the Product or the Licensed Intellectual Property, or any improvement or modification thereof, in any country or otherwise take any action inconsistent with ADS-TEC’s rights in the Product or the Licensed Intellectual Property; and
- (i) access or use the Product or any of the Licensed Intellectual Property to develop or build a competing product with ADS-TEC’s business, products or services.

11.4 Notwithstanding the foregoing, as between ADS-TEC and Customer, ADS-TEC and its affiliates shall retain all right, title and interest in and to any Intellectual Property held, owned or conceived by ADS-TEC and its affiliates that are used in the manufacture, design, redesign, designation, sale and marketing of the Product other than as specifically granted to Customer in Section 11.1.

12. Indemnity

12.1 ADS-TEC shall defend Customer, its affiliates, and each of their respective officers, agents, shareholders, partners, members, affiliates, employees, representatives, contractors, subcontractors, consultants and advisors (each a “**Customer Indemnified Party**”) from and against any third-party claim, action, or lawsuit arising from or relating to (i) any injury to or death of any natural person including employees of either party and any loss of or physical damage to the property of any Customer Indemnified Party or third party to the extent arising out of or resulting from ADS-TEC’s gross negligence or willful misconduct, or with respect to Customer, (x) any use of the Products by Customer or its employees, contractors, subcontractors or End Customer not in accordance with the ADS-TEC manuals and specifications or prudent industry practices or (y) claims by third parties regarding the Products, or the performance thereof, which claims are not attributable to defects or breach of ADS-TEC’s obligations in this Agreement; or (ii) any fraud, illegal or unlawful act, including non-compliance with any permit or authorization of any Governmental Authority, of ADS-TEC. ADS-TEC shall pay damages finally awarded by a court of competent jurisdiction against a Customer Indemnified Party with respect to such claims.

12.2 Customer shall defend ADS-TEC, its affiliates, and each of their respective officers, agents, shareholders, partners, members, affiliates, employees, representatives, contractors,

subcontractors, consultants and advisors (each a “**ADS-TEC Indemnified Party**”) from and against any third-party claim, action, or lawsuit (including any claim by an End Customer) arising from or relating to (i) any injury to or death of any natural person including employees of either party and any loss of or physical damage to the property of any ADS-TEC Indemnified Party or third party to the extent arising out of or resulting from Customer’s or its End Customer’s gross negligence or willful misconduct, (ii) any use of the Products by Customer or its employees, contractors, subcontractors or End Customer not in accordance with the ADS-TEC manuals and specifications or prudent industry practices, (iii) the Products, or the performance thereof, which claims are not attributable to defects or breach of ADS-TEC’s obligations in this Agreement; or (iv) any fraud, illegal or unlawful act, including non-compliance with any permit or authorization of any Governmental Authority, of Customer. Customer shall pay damages finally awarded by a court of competent jurisdiction against a ADS-TEC Indemnified Party with respect to such claims.

12.3 Notwithstanding the foregoing, a indemnifying Party shall have no liability to the extent any such loss arises from or is otherwise caused by a indemnified Party’s own negligence, willful misconduct, fraud, illegal or unlawful acts.

13. Patent and Copyright Indemnification

13.1 ADS-TEC will defend any claim brought against Customer alleging that a Product sold by ADS-TEC under this Agreement infringes any third party patent or copyright (“**Claim**”). ADS-TEC shall pay damages decided in the final judgment entered by a court of competent jurisdiction against the Customer in the action specifically on account of such infringement or agreed by ADS-TEC in settlement of such Claim, provided that Customer: (i) promptly notifies ADS-TEC in writing of the Claim; (ii) cooperates with ADS-TEC in the defense of the Claim, and (iii) grants ADS-TEC full and exclusive control of the defense and settlement of the Claim and any subsequent appeal.

13.2 If Customer’s use of the Products are enjoined or if ADS-TEC’s performance of its obligations under this Agreement is materially impaired by reason of the Claim, ADS-TEC shall use commercially reasonable efforts, at its expense, and at its own election: (i) to procure for Customer the right to continue using the Product; (ii) to modify the Product to make it non-infringing; or (iii) to replace the Product with a substantially comparable, non-infringing Product. If ADS-TEC determines that none of those alternatives is reasonably available, then Customer will return the Product and ADS-TEC will refund Customer’s remaining net book value of the Product calculated according to generally accepted accounting principles.

13.3 ADS-TEC has no obligation to defend or indemnify Customer for any Claim based on: (i) any modification to a Product made by ADS-TEC to accommodate any requirements, designs, specifications, directions, or instructions provided by Customer or a third party on Customer’s behalf; (ii) any modification of a Product by Customer or a third party; (iii) the combination, operation, or use of a Product with non-ADS-TEC products, software, or business processes; (iv) any circumstances for which Customer is required to indemnify ADS-TEC; (v) use of the Product by Customer or its users for purposes for which they were not designed; or (vi) failure of Customer or its users to comply with specifications set out in this Agreement or any documentation provided with the Product.

13.4 This Section 13 states ADS-TEC’s entire obligation and Customer’s exclusive remedy regarding any claims for Intellectual Property infringement.

14. Termination

14.1 ADS-TEC may terminate any Quote with immediate effect if Customer fails to timely make payment thereunder, without need for providing written notice or opportunity to cure.

14.2 Customer agrees that a Quote shall automatically terminate upon written notice to Customer, upon the occurrence of the following events: (i) upon the filing of a petition in bankruptcy, insolvency, or reorganization against or by Customer, or Customer becoming subject to a composition for creditors, whether by law or agreement, or going into receivership or otherwise becoming insolvent; (ii) if a governmental regulatory order or final judgment or decree in any jurisdiction materially and adversely affects the ability of a party to fulfill its obligations to the other party under this Agreement; (iii) if Customer assigns or attempts to assign such Quote or any of the rights or obligations thereunder without the prior written consent of ADS-TEC being given; or (iv) if any change occurs in the constitution, management or control of Customer which, in the sole opinion of ADS-TEC, is materially detrimental to the interests of ADS-TEC including, without limitation, as a result of any interest in Customer being acquired by a company that sells competitive products to ADS-TEC.

14.3 In addition to the rights set forth in Sections 14.1 and 14.3, any Quote and/or this Agreement may be terminated by either party at any time in the event that the other party commits a material breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice specifying the breach from the non-defaulting party. Termination of this Agreement or any Quote shall not affect Customer’s obligation to pay

ADS-TEC for the Product shipped, in transit or to be shipped pursuant to the Quote.

14.4 The remedies described in this Section 14 are non-exclusive and are in addition to all other remedies that may be available to the non-breaching party at law, in equity, or otherwise.

15. Export provisions; Government Sales

15.1 ADS-TEC Products and related technology are subject to U.S. and local export control laws and regulations. The parties shall comply with such laws and regulations governing use, export, re-export, and transfer of Products and technology and will obtain all required U.S. and local authorizations, permits, or licenses. Customer agrees not to use any export and/or re-export licenses or authorizations that ADS-TEC or its affiliates hold for securing its own activities unless specifically authorized by ADS-TEC in writing and where legally compliant. Customer agrees to institute and maintain an effective internal export compliance program to ensure compliance with its export and re-export activities.

15.2 Customer hereby certifies that none of the Products or technical data supplied by ADS-TEC under this Agreement will be knowingly sold or otherwise transferred to, or made available for use by or for, any government or military end- users or in any government or military end-use located in or operating under the authority of any country not identified in Supplement No. 1, Country Group A:1 to Part 740 of the EAR without US or other country's export authorizations.

15.3 Customer also certifies that none of the Products or technical data supplied by ADS-TEC under this Agreement will be knowingly sold or otherwise transferred to, or made available for use by or for, any entity that is engaged in the design, development, production or use of nuclear, biological or chemical weapons or missiles or is otherwise restricted from receiving ADS-TEC Products without US or other country's export authorizations.

15.4 ADS-TEC does not accept any government flow-down provisions, including but not limited to, the United States Government Federal Acquisition Regulations (“FARs”) and its supplements, Defense FARs, or NASA FARs. Further, ADS-TEC is neither obligated nor compelled to provide any government-required representations or certifications to Customer, and any provision of such representation or certification shall be at ADS-TEC's sole discretion.

16. Dispute Resolution

16.1 The parties agree that any conflict, dispute, controversy, or claim arising out of or relating

to this Agreement or the relationship created by this Agreement, including questions of arbitrability, whether sounding in tort or contract (together or individually a “Dispute”), shall be finally resolved in accordance with the following process:

(a) The parties agree to attempt to resolve each Dispute by first escalating the Dispute to their respective business managers. Within fourteen (14) calendar days of written notice of a Dispute, the business managers will meet in person or by phone and work in good faith to resolve the Dispute.

(b) **IF THE PARTIES ARE UNABLE TO RESOLVE THE DISPUTE INTERNALLY WITHIN SIXTY (60) CALENDAR DAYS OF ESCALATION UNDER SECTION 16.1(a), OR SUCH FURTHER PERIOD AS THE PARTIES SHALL AGREE TO IN WRITING, THE DISPUTE SHALL BE REFERRED TO AND FINALLY RESOLVED BY BINDING ARBITRATION ADMINISTERED THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN EFFECT AT THE TIME OF THE ARBITRATION (“RULES”).**

(c) The arbitration tribunal shall consist of a single arbitrator, selected in accordance with the Rules. The arbitrator shall set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the parties an adequate opportunity to discover relevant information regarding the subject matter of the Dispute. The seat of the arbitration shall be New York City, New York. The parties agree that discovery and evidence in the arbitration shall be governed by the Rules then in force. The arbitrator shall not decide the Dispute ex aequo et bono or as amiable compositeur or by reliance on any other doctrine or principle that would permit the arbitrator to avoid the application of this Agreement and/or the governing law. The arbitrator shall not have the authority to modify or amend any term or provision of this Agreement. Except to the extent necessary for proceedings relating to enforcement of the arbitration agreement, the award or other, related rights of the parties, the fact of the arbitration, the arbitration proceeding itself, all evidence, memorials or other documents exchanged or used in the arbitration and the arbitrators' award shall be maintained in confidence by the parties to the fullest extent permitted by Applicable Law. However, a violation of this covenant shall not affect the enforceability of this Agreement to arbitrate or

of the arbitrator's award. The parties shall share all fees and costs of the arbitration proceedings. After the arbitrator issues the written award, however, the prevailing party in such action shall be entitled to the recovery of its reasonable legal fees and expenses (including reasonable attorneys' fees and legal costs), fees of the arbitrators, costs and expenses such as expert witness fees, as fixed by the arbitrators without necessity of noticed motion. Notwithstanding anything to the contrary, the arbitrator shall exceed his or her powers if the arbitrator awards damages inconsistent with the provisions of Section 8. The parties irrevocably waive the award of any such damages. The language to be used in the arbitration shall be English.

16.2 The procedures specified in this Dispute Resolution section shall be the sole and exclusive procedures for the resolution of Disputes between ADS-TEC and Customer arising out of or relating to the Agreement; provided, however, that either of them may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage.

16.3 Each party agrees that any Dispute will be arbitrated or litigated, as the case may be, on an individual basis and shall not be consolidated with any claim of any other party whether through class action proceedings, class arbitration proceedings or otherwise. EACH PARTY AGREES THAT IT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.

16.4 To the extent not prohibited by Applicable Law, any legal action of Customer arising under any Quote, this Agreement, the sale or condition of the Products, whether based in contract, tort, fraud, misrepresentation, or any other legal theory at law or in equity, must be commenced within one (1) year following delivery of the Products under such Quote. Claims filed after the foregoing term will be precluded by this provision and deemed time barred.

17. Governing Law

The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. This Agreement is governed by and construed in accordance with the laws of the State of New York United States without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York (other than Section 5-1401 of the New York General Obligations Law).

18. Translations

This Agreement is prepared in the English language. Other languages are translations for convenience purpose only. If there is any conflict between the original English language and other languages, to the extent permitted by law, the English language shall prevail.

19. Assignment

Customer may not assign this Agreement, or any rights or obligations in this Agreement without ADS-TEC's prior written consent, including any of its rights or obligations to its third party financing company. ADS-TEC may freely assign this Agreement, or any rights or obligations in this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assignees of each party.

20. Notices

All notices and notifications required under this Agreement shall be provided in writing (e-mail is acceptable so long as receipt is acknowledged) (a) by Customer, ADS-TEC at [_____]@ads-tec-energy.com and (b) by ADS-TEC to Customer contact identified in the Quote. Notices shall be deemed received one (1) business day after being sent by e-mail.

21. Miscellaneous

21.1 Failure to require strict performance of any provision of this Agreement shall not affect the right to enforce such provision, nor will waiver of any breach of this Agreement be a waiver of further breach of the same or any other provision.

21.2 Each party will comply with all laws, regulations and ordinances applicable to such party in the exercise of its rights and obligations under this Agreement.

21.3 All provisions of this Agreement that either as expressly indicated below or by their nature are to survive or come into or continue in force and effect after the termination of this Agreement shall remain in effect and be enforceable following such termination.

21.4 This Agreement is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it may not be construed for or against either party, but must be construed in a manner that most accurately reflects the intent of the parties as of the date of execution of the Quote.

21.5 The headings to Sections of this Agreement are for ease of reference only and in no way define, describe, extend or limit the scope of intent of

this Agreement or the intent of any provision contained herein.

21.6 This Agreement may not be altered, modified, changed, or added to in any manner whatsoever except through a written agreement signed by an authorized officer of the party against whom the enforcement of any such alteration, modification, change or addition is sought.

21.7 If any provision of this Agreement or any portion thereof shall be found or held to be unenforceable or invalid, such provision or portion thereof shall be deemed deleted from the Agreement and the remaining provisions of the Agreement shall remain in effect to the extent that approach is consistent with the intention and primary commercial purpose of the parties in making this Agreement, or, alternatively, such illegal or invalid provision shall be modified or replaced by the written agreement of the parties in a manner that makes it legal and valid.

21.8 This Agreement is entered into solely for the benefit of the Customer and ADS-TEC and their respective successors or permitted assigns, and this Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

21.9 ADS-TEC is an independent contractor and nothing contained herein shall be construed as constituting any relationship with Customer other than that of purchaser and seller or independent contractor, nor shall it be construed as creating any relationship whatsoever between the parties, including employer/employee, partners or joint venture parties.

21.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any part of this Agreement that is declared invalid or unenforceable by a court of competent jurisdiction shall not affect the validity or enforceability of the remainder of the Agreement.

21.11 Unless otherwise agreed by ADS-TEC in writing, all Product purchases hereunder shall be subject to these General Terms and Conditions of Delivery and Payment. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS OF ANY PURCHASE ORDER OR ACKNOWLEDGMENT GIVEN OR RECEIVED PURSUANT TO THIS AGREEMENT SHALL HAVE NO EFFECT AND SUCH TERMS AND CONDITIONS ARE HEREBY EXCLUDED.

Appendix 1

Defect Warranty

1. Limited Defect Warranty. ADS-TEC warrants that from the earlier of: (i) ninety (90) days after the shipment of a Product or (ii) the Commissioning date of such Product, and for a period of twenty-four months ("Defect Warranty Period"), such Product will be materially free from defects in material and workmanship under normal use and operation for its intended purpose ("**Defect Warranty**"). ADS-TEC's sole and exclusive obligation and liability under the Defect Warranty shall be for ADS-TEC to repair or replace any Product that fails to conform to the Defect Warranty during the Defect Warranty Period. Such obligation shall be the Customer's and End Customer's sole remedy under this Defect Warranty. The Defect Warranty Period of any repaired or replaced Product shall not extend beyond the Defect Warranty Period of the first purchased Product that gave rise to the Defect Remedy. Any travel expenses borne by ADS-TEC in its performance of the Defect Warranty shall be the responsibility of Customer.

2. Limited Software Warranty. In addition to the Defect Warranty, during the Defect Warranty Period, ADS-TEC warrants that the software supplied with each Product, but specifically excluding the Big-LinX® Energy solution (the "**Software**") shall perform without any material functional defect when used as permitted herein (the "**Software Warranty**"). In the event of any breach or alleged breach of this Software Warranty, Customer shall promptly notify ADS-TEC in writing within ten (10) days of becoming aware of any defect in the Software. ADS-TEC's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the Software Warranty shall be, at ADS-TEC's sole discretion, to repair or replace the Software that does not meet this Software Warranty. This Software Warranty shall not apply and ADS-TEC shall have no obligation to remedy the Software if the defect in the Software is caused by (i) modifications to the Software by Customer or third party other than ADS-TEC, (ii) improper use of the Software by Customer or any party other than ADS-TEC, (iii) use of the Software in an operating environment not approved by ADS-TEC, or (iv) defects in the Software that are the result of accident, abuse, or unauthorized use by a party other than ADS-TEC. EXCEPT AS EXPRESSLY SET FORTH IN THIS APPENDIX 1, ADS-TEC MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, ORAL, OR WRITTEN, WITH RESPECT TO THE SOFTWARE OR ANY SOFTWARE VERSION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ADS-TEC DOES NOT WARRANT OR MAKE ANY GUARANTEE THAT THE SOFTWARE IS OR WILL BE SECURE, ERROR-FREE, OR BUG-FREE, OR THAT IT WILL PERFORM UNINTERRUPTED OR THAT IT WILL ALWAYS BE AVAILABLE.

3. Limited Battery Warranty. In addition to the Defect Warranty and Software Warranty, during the Defect Warranty Period, ADS-TEC warrants that the batteries supplied as a component of the Product (the "**Battery(ies)**"), will be materially

free from defects in material and workmanship under normal use and operation for its intended purpose (the "**Battery Warranty**"). In the event of any breach or alleged breach of this Battery Warranty, Customer shall promptly notify ADS-TEC in writing within ten (10) days of becoming aware of any defect in the Battery. ADS-TEC's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the Battery Warranty shall be, at ADS-TEC's sole discretion, to repair or replace the Battery that does not meet this Battery Warranty. This Battery Warranty shall not apply and ADS-TEC shall have no obligation to remedy the Battery if the defect in the Battery is caused by (i) modifications to the Battery by Customer or third party other than ADS-TEC, (ii) improper use of the Battery by Customer or any party other than ADS-TEC, (iii) use of the Battery in an environment not approved by ADS-TEC, or (iv) defects in the Battery that are the result of accident, abuse, or unauthorized use by a party other than ADS-TEC.

4. Exclusions to Warranty. This Defect Warranty, Software Warranty, the Battery Warranty, and the Extended Defect Warranty do not apply if a Product: (i) has been repaired, altered, or modified in any manner, or an addition made thereto, by third parties other than ADS-TEC or its authorized representatives, or as approved by ADS-TEC in writing; (ii) has been damaged due to the use of a non-ADS-TEC product in connection with such Product; (iii) has been damaged due to natural disaster or other Force Majeure Event; (iv) has been subjected to misuse, abuse, improper handling, alterations, modifications or repairs by Customer, its employees, contractors, subcontractors or End Customers, negligence, abnormal or unusual physical, environmental, electromagnetic or electrical stress, including lightning strikes, or accident; (v) has not been properly installed, stored, handled, operated or maintained in accordance with Customer's obligations hereunder; or (vi) is damaged as a result of any other Excusable Event (collectively, "**Warranty Exclusions**"). An "**Excusable Event**" means (a) incorrect operation, improper handling or use of the Products by Customer or any End Customer; (b) vandalism, sabotage, or other unforeseeable acts of violence to the Products; (c) overvoltage damage, voltage differences or instabilities overcurrent in the power supply network, or other unforeseeable events; (d) defects, malfunctions or failures of components and other parts of the Product that ADS-TEC has neither supplied or manufactured itself nor approved for use with its scope of supply and services; (e) acts, omissions or breach of an obligation by Customer, End Customer or any of their respective subcontractors, or any person or entity directly employed by any of them, or any person or entity for whose acts any of them are liable during performance of Customer's obligations in this Agreement, including uninterrupted remote access; (f) travel delays experienced by an ADS-TEC service technician through no fault of his or her own; or (g) conditions that are outside of the operating parameters described in the specifications provided with the Product, manufacturer's recommendations, and prudent industry practices. If ADS-TEC determines after receipt of a Defect Warranty claim and inspection of the Product that such Product is not in breach of the Defect Warranty but a defect that is the result of a Warranty Exclusion, ADS-TEC will have no obligation to repair or replace such Product unless Customer requests ADS-TEC to do so in writing. If Customer requests repair or replacement of a Product when ADS-TEC has no obligation under the Defect Warranty, Customer shall, within thirty (30) business days, reimburse ADS-TEC for all reasonable costs associated with ADS-TEC's

repair or replacement of such Product, including, but not limited to, reimbursement of ADS-TEC's reasonable costs of inspection, parts, labor, delivery, transport and ADS-TEC's travel expenses.

5. WARRANTY DISCLAIMERS. PRODUCTS THAT ARE NOT BRANDED BY ADS-TEC WITH THE ADS-TEC TRADEMARK OR SERVICE MARK ARE NOT COVERED BY THE DEFECT WARRANTY, SOFTWARE WARRANTY OR THE BATTERY WARRANTY. INSTEAD, SUCH THIRD-PARTY PRODUCTS WHICH MAY BE MADE AVAILABLE WITH ADS-TEC PRODUCTS AND SOLUTIONS SHALL BE COVERED BY THEIR OWN MANUFACTURER'S WARRANTY. ADS-TEC WILL USE COMMERCIALY REASONABLE EFFORTS TO PASS THROUGH ANY MANUFACTURER'S WARRANTIES, AS PERMITTED BY ADS-TEC. CUSTOMER ACKNOWLEDGES THAT NEITHER ADS-TEC OR ITS THIRD-PARTY PROVIDERS CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PRODUCTS OR SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES. ADS-TEC AND ITS THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, DELIVERY FAILURES, DATA LOSS, LOSS OF PROFITS, LOSS OF USE OR OTHER DAMAGE RESULTING FROM ANY OF THE FOREGOING INCLUDING ACTS OF GOD. IN ADDITION, ADS-TEC DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR THAT OPERATION WILL BE UNINTERRUPTED. EXCEPT AS SPECIFIED HEREIN, CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS AND ANY AND ALL PARTS THEREOF ARE PROVIDED "AS IS", "AS AVAILABLE", AND "WITH FAULTS" BASIS. THE WARRANTIES OF ADS-TEC SET FORTH HEREIN ARE ADS-TEC'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE PRODUCTS AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. EXCEPT AS SPECIFIED IN HEREIN, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF KNOWN TO ADS-TEC), NON-INFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE ARE HEREBY EXCLUDED AND DISCLAIMED BY CUSTOMER, AND HEREBY WAIVED BY ADS-TEC. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

6. Scope of Services. ADS-TEC shall perform the following services as part of the Defect Warranty, Software Warranty, Battery Warranty and Extended Defect Warranty:

6.1 ADS-TEC maintains an operational support hotline available by telephone and/or email (the "Service Desk") Monday to Friday, except on days on which banks are required or authorized by law or executive order to close in the State of New York ("Business Days"), from 8 am to 5 pm in the Location where the Products will be installed ("Business Hours"). The

Service Desk that can be reached using the following contact details (which may be updated from time to time through notice provided to Customer):

Hotline: +1 334 245 6667
E-mail: support.us@ads-tec-energy.com

During Business Hours, the Service Desk accepts Incident Reports from Customer, documents them (including the person reporting them) and notes the contact person named by Customer for the reported Incident and their contact details. For the purposes hereunder, "Incident Report" means the report of a failure or functional impairment in a Product arising for reasons other than those set forth in Section 5.5 below (hereinafter, an "Incident"). ADS-TEC shall assign the following "Incident Priority" to the Incident under each Incident Report according to its content as follows:

Incident Priority	Incident
1	Failure of the entire Product
2	Partial failure of the Product (e.g., merely a charging pole or a battery string)
3	Other functional impairment with residual capacity (e.g., reduction of performance or capacity).

After Customer submits an Incident Report to the Service Desk, ADS-TEC shall support Customer by telephone and/or e-mail in resolving Incidents. If a reported Incident cannot be remedied with the support of the Service Desk, ADS-TEC shall propose measures within the meaning of Section 6.2 in order to resolve the Incident.

6.2 ADS-TEC through its Service Desk will provide remote monitoring and diagnosis of the Products for Incidents ("Monitoring") and provide remote maintenance work to address Incidents occurring with the Products ("Remote Service"). ADS-TEC's Monitoring and Remote Service are limited to those components and parameters of the Product that are made available by ADS-TEC's under this Agreement and the Quote and that can be continuously monitored and maintained via Big-LinX Energy® as described in Section 5.3. Components, parameters, and target states that cannot be continuously monitored and maintained via Big-LinX Energy® are not subject to Monitoring and Remote Service. ADS-TEC shall begin with the execution of measures through Remote Service after notification of an Incident through the Service Desk or an Incident detected through Monitoring. For this purpose, ADS-TEC shall record the actual status of the Product through the dial-up process via Big-LinX® Energy, analyze the applicable Product for deviations from the target states, determine causes for such deviations and correct such deviations insofar as this is commercially reasonable to do so through the Remote Service.

6.3 ADS-TEC provides Customer with its own access to the Big-LinX Energy® Remote Service Platform during the Term. Customer shall access and use Big-LinX Energy® Remote Service Platform pursuant to the requirements in accordance with the Big-LinX Energy® Terms of Use from Ads-

Tec Energy GmbH (available at <https://www.ads-tec-energy.com/en/company/terms.html>). Customer may access the Big-LinX Energy® Remote Service Platform via a web portal at www.big-linx-energy.com. Customer access to the Big-LinX Energy® Remote Service Platform under this Section 5.3 is limited to read access of the basic operating data of the Product, including the option of downloading such data. All operating and status data are displayed with a time delay and aggregated, depending on the connection quality to the handover point (no “live” view). The fees (including the Annual Fees) cover five (5) personal user accounts (including set-up and identification data) for the Big-LinX Energy® Remote Service Platform, including read access to the Products.

6.4 Customer shall report defects in the Products to the Service Desk within 10 days after discovering such defects. ADS-TEC may require, on thirty (30) days’ notice, that Customer report warranty events via an online portal at any time.

7. Obligations of Customer. The warranties provided in this Appendix 1 are conditioned upon the following:

7.1 As the operator of the Product, Customer shall comply with, and ensure that any third parties using the Product, including the End Customer to comply with, all Applicable Laws and all specifications, clean the Product at regular intervals, regularly check protective and safety equipment for function and use.

7.2 The Product must be inspected and maintained by Customer at the maintenance intervals and in accordance with the services specified by the respective manufacturer’s specifications described above. For the avoidance of doubt, Customer shall inspect each Product at least once a week and additionally as required the following visual and acoustic tests:

7.3 Customer shall ensure that all maintenance is carried out exclusively by qualified personnel trained by ADS-TEC. If there is any doubt as to whether a service provider engaged by Customer or End Customer meets these requirements, Customer must consult with ADS-TEC and obtain express written confirmation from ADS-TEC before engaging such service provider.

7.4 Customer grants ADS-TEC access to the Product when ADS-TEC is performing its obligations under the Defect Warranty, Software Warranty and Battery Warranty and shall ensure (where applicable) that the End Customer also grants this access. Customer shall ensure that, with respect to each Product, a vehicle can be driven directly to the Location of the Product and can be parked there together with the necessary technical aids free of charge.

7.5 Each Party shall observe all health and safety requirements under Applicable Law and required pursuant to the specifications. ADS-TEC may suspend or refuse to deliver services if conditions at the Location of the Product are, in its reasonable opinion, unsafe or hazardous to ADS-TEC’s employees or contractors required to work at that Location.

7.6 Customer shall provide, or ensure the provision of, all utilities, including electricity and water, as well as interconnection to the distribution system of the local utility, at its own expense to the extent required for the services, as well as provide, or cause to be provided, the following operating resources and/or tools:

- (a) Forklift when as may be required for Commissioning and any maintenance obligations of ADS-TEC
- (b) 6’ ladder

8. **Extension of Defect Warranty.**

8.1 Customer has the right to extend the Defect Warranty provided in this Appendix (“**Extended Defect Warranty**”) by purchasing such Extended Defect Warranty for the period specified on an applicable Quote (“**Extended Defect Warranty Period**”).

8.2 Customer shall pay ADS-TEC an annual service fee for the Extended Defect Warranty in the amount specified on the applicable Quote (the “**Annual Fees**”).