

General Terms and Conditions of Delivery and Payment

ads-tec Energy GmbH

1. Scope and general provisions

1.1 These General Terms and Conditions of Delivery and Payment ("GTC") shall apply exclusively to all deliveries and services (hereinafter jointly referred to as "Services") that ads-tec Energy GmbH ("ads-tec") provides to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) German Civil Code ("Customer"). In particular, the GTC apply to contracts for the sale and/or delivery of movable goods ("goods"), regardless of whether the goods are manufactured by ads-tec itself or purchased from suppliers (Sections 433, 650 German Civil Code).

1.2 Unless otherwise agreed, the GTC in the version valid at the time of the Customer's order or in any case, in the version last communicated to the same in text form, also apply as a master agreement for similar future contracts, without ads-tec having to refer to them again in each case.

1.3 Deviating, conflicting or supplementary terms and conditions of the Customer, in particular the Customer's terms and conditions of purchase or general terms and conditions, shall only become an integral part of the contract if and to the extent that ads-tec has expressly agreed to their validity. This requirement of consent applies in every case, for example even if ads-tec unconditionally provides the service to the Customer in the knowledge of the Customer's conditions.

1.4 Individual agreements made with the Customer in specific cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these GTC. Subject to proof to the contrary, a written contract or the written confirmation by ads-tec is decisive for the content of such agreements.

1.5 Should the contract or these GTC contain regulatory gaps, those legally effective regulations that the Customer and ads-tec would have agreed in accordance with the economic objectives of the contract and the purpose of these GTC, if they had known about the regulatory gap, shall apply to fill such gaps.

2. Offers and conclusion of contract

2.1 Unless expressly stated otherwise, offers from ads-tec shall always be deemed to be subject to confirmation, in particular with regard to quantity, price and time of performance. This also applies to

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 the Customer - even in electronic form - (hereinafter jointly referred to as "Offer Documents").

2.2 Information contained in the Offer Documents regarding the object of performance (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical specifications) as well as their presentation (e.g. drawings and illustrations) are only approximately applicable, unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the performance. Deviations that are customary in the trade and deviations that occur due to legal regulations or that represent technical improvements, as well as the replacement of components with equivalent parts, are permissible, unless they impair the usability for the contractually intended purpose.

2.3 If nothing to the contrary is noted in an offer from ads-tec that is deemed to be binding, such an offer shall remain valid with the stated quantity, price and performance time for a period of 4 weeks. Should the Customer fail to accept such offer in due time, or with an amendment or supplement, the Customer's incoming order is considered to be a binding contractual offer requiring acceptance by ads-tec. The latter also applies if the Customer bindingly declares to order a Service offered by ads-tec subject to confirmation ("Order").

2.4 A Customer's Order that is deemed to be a binding contractual offer can be accepted by ads-tec within 2 weeks by sending a confirmation in text form ("Order Confirmation") or within the same period by conclusive behaviour (e.g. executing the contractual Service, sending an invoice). Any other acceptance period from the Customer's order shall take precedence.

3. Subject matter of the contract, prices and freight charges

3.1 The Service is provided at the prices and special conditions of the respective contract concluded with the Customer. In case of doubt, the prices only include the scope of delivery and services listed in the order confirmation, with any additional or special services charged separately. If the agreed

prices are based on ads-tec's list prices and the delivery is to take place four months or more after conclusion of the contract, ads-tec's list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount).

3.2 Any changes or ambiguities subsequently arising with regard to the scope of delivery and performance, in particular due to waiting times for which the Customer is responsible, shall be borne by the latter. Any additional costs that arise due to such changes or ambiguities are to be notified by ads-tec and then to be remunerated separately by the Customer, unless expressly agreed otherwise. In the event of a lack of agreement on changes or ambiguities, ads-tec shall be entitled to cancel the execution. In this case, the Customer must pay in full for the activities/deliveries already carried out by ads-tec. In this case, any claim for damages against ads-tec is excluded.

3.3 Unless otherwise agreed in specific cases, prices are quoted in EUR ex works in accordance with INCOTERMS© 2020, plus the statutory value added tax applicable on the date of performance, plus the usual transport/shipping packaging.

3.4 In the case of a mail order purchase, the Customer shall also bear the additional costs for freight, postage and, if applicable, transport insurance expressly requested by the Customer. In the absence of a written agreement to the contrary, ads-tec is entitled to select the place of dispatch, transport route and means of transport at its best discretion and to invoice the transport costs incurred without any guarantee for the cheapest and fastest transport. Any customs duties, taxes, fees, import and export duties and other public charges shall be borne by the Customer.

3.5 If the contractual relationship provides for services or work performed by ads-tec, the scope of delivery and performance shall, in case of doubt, result exclusively from the product or service description of the respective service valid at the time of the conclusion of the contract and from the requirement/functional specification prepared for this purpose if the service is to be tailored to the Customer. Unless otherwise agreed in the specific case, services and work, such as installation, assembly or commissioning, shall be rendered according to the time and material expenditure according to the price list of ads-tec valid at the time of the order.

4. Terms of payment and counter rights

4.1 Invoice amounts must be paid within 14 days of receipt by the Customer without any deductions by transfer to the bank account specified by ads-tec, unless otherwise agreed in writing. A payment shall only be deemed to have been made when it has been credited to the designated bank account.

4.2 Cheques or bills of exchange shall only be accepted with express prior written agreement, and only by way of performance and subject to their discountability. Discount charges shall be calculated from the date on which the invoice amount is due. A guarantee for the timely presentation of bills of exchange and cheques and for the lodging of bill protests is excluded.

4.3 Any payment terms granted to the Customer shall always be subject to existing creditworthiness for the respective individual contract or a sufficiently available credit limit. If the respective Order exceeds the available credit limit, ads-tec is entitled to place this and further orders only against advance payment or against the provision of adequate security in the form of a performance guarantee from a credit institution or credit insurer authorised in the European Union. The same applies if circumstances become known to ads-tec after the order confirmation that justify doubts about the creditworthiness of the Customer. If such circumstances jeopardise ads-tec's payment claim by the Customer's lack of ability to pay (e.g. due to seizures at the Customer's premises, stagnation/suspension of payments, application for the opening of insolvency proceedings), ads-tec shall be entitled to refuse performance in accordance with the statutory provisions and to withdraw from the contract after setting a deadline, if necessary (Section 321 German Civil Code). In the case of contracts for the production of non-fungible goods (custom-made products), ads-tec can declare the withdrawal immediately; the legal regulations regarding the dispensability of setting a deadline remain unaffected.

4.4 If the Customer fails to settle a claim in full or in part by the agreed due date, ads-tec shall be entitled to revoke any discount agreements that may have been made as well as agreements on time limits for payment of all outstanding claims at that time that shall immediately become payable and due. ads-tec shall also be entitled to perform further services only against advance payment or a security in the form of a performance guarantee from a credit institution or credit insurer authorised in the European Union. The statutory rights in the event of default in payment shall remain unaffected. With respect to merchants, ads-tec's claim to the mercantile interest counting from the due date (Section 353 German Commercial Code) remains unaffected.

4.5 The Customer can only offset against claims of ads-tec with undisputed, acknowledged and legally established claims or with claims that are in a reciprocal relationship to the claim of ads-tec (in particular on the basis of rights arising from defects). The Customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship or real life context.

5. Service provision and delivery processing

5.1 Dates and deadlines for the performance of services are only ever binding if they have been expressly agreed in the specific case as a fixed date or deadline or have been promised as such by ads-tec or have been specified in the order confirmation.

5.2 In any case, the performance period shall not commence until the Customer has duly and completely fulfilled the requirements of his cooperation, in particular by providing technical data, documents, approvals and releases to be procured by him, and has made the agreed down payments. In particular, the Customer is solely responsible for applying for and obtaining all permits, approvals and authorisations required for the installation of the delivery items and their ancillary equipment, as well as all permits, approvals and authorisations required for the mains connection and operation of the delivery items, and to make all notifications to the grid operator and the Federal Network Agency, unless expressly agreed otherwise in writing.

5.3 Agreed deliveries are ex works/warehouse. This is also the place of performance for the delivery and any subsequent performance. ads-tec reserves the right to choose a place of delivery located in Germany (delivery plant or warehouse). The place of performance for all other rights and obligations of the contracting parties is the registered office of ads-tec.

5.4 Ads-tec is entitled to make partial deliveries, which can be invoiced separately, if:

- a) the partial delivery is usable for the Customer within the scope of the contractually intended purpose;
- b) the delivery of the remaining goods ordered is ensured; and
- c) the Customer does not incur any significant additional expenses or costs as a result (unless ads-tec agrees to bear these costs)

5.5 The Customer must conscientiously inform ads-tec of the destination (collection ex works, place of unloading or consumption) as well as of the recipient when placing the order and must notify ads-tec of any changes in schedule without delay. Delivery items that have been reported ready for dispatch shall be taken over by the Customer without delay. The notification of readiness for dispatch or collection by ads-tec is decisive for the adherence to the delivery date or the delivery period. This also applies to cases of delay and impossibility of delivery for which ads-tec is not responsible. Compliance with the delivery date or the delivery period shall be conditional upon the fulfilment of the Customer's contractual obligations.

5.6 In the case of delivery by vehicles driving on behalf of ads-tec, the Customer must ensure that the

unloading point is set up in such a way that the vehicles can approach and unload without any hindrance on a good roadway and without waiting times, and that the warehouse or construction site is operational and ready to receive the delivery and that an authorised person is available at the unloading point to receive the delivery documents, to indicate the storage location and to sign the delivery note. A breach of the obligations of this No. 5.6 shall entitle ads-tec to act at its own discretion at the expense and risk of the Customer without the Customer being able to assert claims for damages. In particular, ads-tec is entitled to refrain from delivering a supplied item and to charge its freight costs and/or waiting times.

5.7 In the event of collection of the delivery item by the Customer or by a third party commissioned by the Customer, the same or the commissioned third party shall bear sole responsibility for loading in a manner that is safe for operation and transport. In particular, the Customer or the commissioned third party shall be solely responsible for compliance with the legally prescribed permissible total weight and the existing regulations on proper cargo safety.

6. Performance disruptions and force majeure

6.1 If, for reasons for which ads-tec is not responsible, ads-tec does not receive deliveries or services from its sub-suppliers or from sub-contractors, or does not receive them correctly or in good time, despite having been properly covered, or as a result of force majeure events (regardless of whether such events occur at ads-tec itself or at its sub-suppliers or sub-contractors), ads-tec shall inform its Customers in writing in good time.

6.2 In this case, ads-tec is entitled to postpone the delivery or service for merely the duration of a temporary hindrance plus a reasonable start-up period, insofar as ads-tec has fulfilled its aforementioned duty to inform and has not assumed the procurement risk or manufacturing risk.

6.3 Force majeure shall be deemed to include other events not foreseeable at the time of conclusion of the contract, such as lawful strikes or lockouts, official interventions and orders, energy and raw material shortages, pandemics, epidemics, transport bottlenecks for which ads-tec is not responsible, operational hindrances for which ads-tec is not responsible, e.g. due to fire, water and machine damage, and all other hindrances which, when viewed objectively, were not culpably caused by ads-tec.

6.4 If the delivery or service is delayed by more than one month as a result of one of the cases mentioned in Nos. 6.1 and 6.3 above, both ads-tec and the Customer shall be entitled to withdraw from the contract in whole or in part with regard to the part not yet fulfilled and affected by the hindrance, without prejudice to the requirement to set a deadline for the

Customer and to the exclusion of any claims for damages. The Customer is entitled to withdraw from the entire contract if the acceptance of a partial delivery is unreasonable for him.

6.5 If none of the cases mentioned in Nos. 6.1 and 6.3 above exists, the occurrence of the delay in delivery or performance shall be determined in accordance with the statutory provisions. The rights of the Customer according to No. 13 below (Other Liability) and the statutory rights of ads-tec, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance) remain unaffected.

7. Transfer of risk

7.1 The risk of accidental loss and deterioration of delivery items shall pass to the Customer at the latest upon handover.

7.2 However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and deterioration as well as the risk of delay shall pass to the Customer as soon as the delivery item has been handed over to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment (whereby the start of the loading process shall be decisive). This shall apply regardless of the agreed freight cost regulation and also if partial deliveries are made or ads-tec has assumed other independent ancillary services (e.g. assembly, installation, commissioning).

7.3 Insofar as approving acceptance ("Abnahme") has been agreed (cf. No. 9.4), this shall be decisive for the transfer of risk.

7.4 Handover or approving acceptance shall be deemed to have taken place if the Customer is in default of acceptance.

8. Cooperation obligations of the Customer

8.1 The Customer is obligated to support ads-tec in the provision of services, insofar as this is necessary for the provision of services by ads-tec and was recognisable to the Customer at the time the contract was concluded, in particular insofar as it was agreed in the contract between ads-tec and the Customer. The Customer is obligated to free provision of software and hardware systems required for the performance of the service in accordance with Clause 1. Insofar as the service is performed at a location other than an ads-tec branch office as agreed, the Customer is obligated to create the prerequisites required for this in accordance with Clause 1 in a timely manner and in full (e.g. provision of equipped workstations as well as work equipment and computer time, access to hardware and software).

8.2 The Customer is obliged to provide appropriately qualified personnel free of charge for the duration of the service provision for the clarification of technical and organisational questions, so as to ensure continuous service provision. In particular, the Customer is obligated to notify ads-tec of a professionally qualified employee who is responsible for all contractual matters as a person authorised to represent the Customer, acts as a contact person, and makes or brings about all decisions on behalf of the Customer that are necessary and expedient for the immediate progress of the work.

8.3 The Customer is obliged to provide ads-tec's employees and subcontractors with free access to the respective installation, assembly and commissioning site and to support these employees and subcontractors in the performance of their services. This obligation also exists if ads-tec is active with an end customer of the Customer. The Customer is obliged to provide and perform the following services at his own expense and risk to the extent necessary:

- a) all earthworks, construction work and other ancillary work outside the trade, including the skilled and unskilled labour, building materials and tools required for this (necessary foundation work: floor covering ready for occupation, ceiling breakthroughs, setting and measuring of all assembly and foundation plates required for the scope of delivery);
- b) the commodities and materials required for assembly and/or commissioning, such as scaffolding, lifting gear and other devices, fuels and lubricants;
- c) energy and water at the point of use including connections, heating and lighting (necessary media: electricity, water supply and return, gas and pneumatics must be available - in sufficient form/quantity/quality, grade, pressure, purity, flow, etc. - at the agreed transfer points at all times; the power supply is fused and compensated on site at the agreed feed point);
- d) protective clothing and protective devices required as a result of special circumstances at the place of use;
- e) any component parts necessary for tests and commissioning according to the purpose of the contract are to be kept sufficiently in undamaged condition at the test location for ads-tec at no cost.

8.4 The Customer is obliged to provide sufficiently large, suitable, dry and lockable rooms at the assembly site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the assembly

personnel, including appropriate sanitary facilities according to the circumstances.

8.5 The Customer shall provide ads-tec with the necessary information on the location of concealed electricity, gas, water lines or similar installations, as well as the required static information, without being requested to do so, prior to commencement of the installation work.

8.6 The Customer is obligated to immediately certify in writing to ads-tec on a daily basis the duration of the working hours of the employees or subcontractors of ads-tec deployed at the Customer or at the Customer's end customer.

9. Call-off/acceptance obligations and acceptance

9.1 In the case of call-off orders without agreement of duration, production batch sizes and acceptance dates, ads-tec may require a binding specification thereof no later than three months after conclusion of the contract. Should the Customer fail to comply with this request within three weeks, ads-tec shall be entitled to withdraw from the contract. In the case of call orders with an agreed or binding production batch size, ads-tec is entitled to procure the material for the entire order and to produce the entire order quantity immediately.

Additional costs caused by a delayed call or subsequent changes to the call with regard to time or quantity by the Customer shall be borne by the Customer, unless the Customer is not responsible for the delay or subsequent change.

9.2 If the Customer is in default of acceptance, fails to cooperate, or the delivery is delayed for other reasons for which the Customer is responsible, ads-tec shall be entitled to claim compensation for the resulting damage including additional expenses (e.g. storage costs). For this, ads-tec shall charge a lump-sum compensation in the amount of 0.25% of the invoice amount of the stored goods for each calendar week started, beginning with the delivery deadline or - failing a delivery deadline - with the notification that the goods are ready for dispatch. The proof of higher damages and the legal claims of ads-tec (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum shall be offset against further monetary claims. The Customer shall be permitted to prove that ads-tec has not incurred any damage at all, or that the damage is significantly less than the aforementioned lump sum.

9.3 If the Customer fails to fulfil his acceptance obligations, ads-tec shall not be bound by the regulations on the right to sell to another party, regardless of other rights, but can sell the delivery item on the open market after prior notification of the Customer.

9.4 Insofar as approving acceptance ("Abnahme") of the service must take place (in particular after completion of work; however, not in the case of independent ancillary services such as installation, assembly or commissioning, unless approving acceptance has been expressly agreed in this respect), approving acceptance shall be deemed to have been granted if:

- a) the delivery and, to the extent the approving acceptance also relates to independent ancillary services, this performance have been completed;
- b) ads-tec has notified the Customer thereof with reference to the fiction of approving acceptance in accordance with this No. 9.4 and has requested the Customer to accept the goods;
- c) twelve (12) working days have elapsed since completion of the service to be accepted or the Customer has started to use the delivery item (e.g. has commissioned the delivered system) and in this case, six (6) working days have elapsed since completion of the service to be accepted; and
- d) the Customer has failed to accept delivery in approval ("abnehmen") within this period for a reason other than a defect notified to ads-tec, which makes the use of the delivery item impossible or significantly impairs it.

10. Obligations of the Customer to inspect and give notice of defects

10.1 The Customer must inspect deliveries immediately after acceptance for their conformity with the contract, in particular for deviations in type, quantity and weight, as well as for recognisable material defects.

- a) If a defect becomes apparent during the inspection or later, ads-tec must be notified of this in writing without delay. The notification shall be deemed to have been made without delay if it is made within two weeks, whereby timely dispatch of the notification shall suffice to meet the deadline.
- b) Regardless of this obligation to inspect and give notice of defects, the Customer shall notify us in writing of any obvious defects (including incorrect and short deliveries) within two weeks of taking delivery, whereby timely dispatch of the notification shall also suffice here to meet the deadline.
- c) The notice of defect must contain clear information about the type of delivery item that is the subject of the complaint, the type

of defect, the delivery note number and, if applicable, the article number and place of delivery.

10.2 If the Customer neglects the proper inspection and/or notification of defects, the liability of ads-tec for the non-notified defect is excluded - unless ads-tec has fraudulently concealed the defect. If an approving acceptance ("Abnahme") of the delivery item or an initial sample inspection has been agreed, the notification of defects that the Customer could have detected during careful approving acceptance or initial sample inspection shall be excluded.

10.3 The Customer may not further process delivery items that are the subject of complaint and are recognisably defective upon proper inspection, or install them in another item. ads-tec shall not be liable for damage resulting from the failure to comply with this obligation.

11. Liability for defects of quality and title

11.1 The Customer's claims for defects presuppose that he or a third party appointed by him has duly fulfilled its statutory duties of inspection and notification of defects (Sections 377, 381 German Commercial Code) in compliance with the requirements set out in No. 10.

11.2 The statutory provisions shall apply to the Customer's rights in the event of defects of quality and title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated above or below.

11.3 Irrespective of the above and following provisions, the statutory provisions shall apply in all cases:

- a) in the event of intentional action on the part of ads-tec;
- b) in the event of damage resulting from culpable injury to life, limb or health;
- c) in the case of claims under the Product Liability Act;
- d) insofar as guarantees assumed by ads-tec conflict with the deviating regulations.

In addition, the following special features apply to the Customer's rights in the event of defects of quality and title:

11.4 The basis for ads-tec's liability for defects is the agreement reached on the quality of the goods in accordance with the more detailed provisions of No. 2.2 of these GTC. Insofar as the quality has not been agreed, the presence or absence of a defect shall be judged according to the legal regulation (Section 434 (1), p. 2 and 3 German Civil Code). In the event of agreed manufacture by ads-tec, manufacture shall

be carried out using the agreed materials or, failing an agreement, the usual materials in the industry and in accordance with the agreed manufacturing processes or, failing an agreement, in accordance with known manufacturing processes.

11.5 No claims for defects shall arise from:

- a) deviations solely from public statements of other manufacturers or other third parties (e.g. advertising statements);
- b) the use of test products, pre-series devices and/or prototypes that are still in the development stage and have not been released for operational use;
- c) natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials, defective installations or other work - in each case not contractually assumed by ads-tec - or resulting from special external influences that are not assumed under the contract;
- d) the rectification of defects made impossible or unreasonably difficult by the Customer carrying out improper modifications or repair without the consent of ads-tec, or having such work carried out by third parties; in any case, the Customer shall bear the additional costs of rectification of defects incurred as a result;
- e) ads-tec refusing the service or subsequent performance in accordance with the statutory conditions.

11.6 For any defect reported in due time, ads-tec must first be given the opportunity to examine the justification of defect claims within a reasonable period of time and to fulfil justified defect claims. Provided that the last contract in the entrepreneurial supply chain is not a consumer goods purchase under German law for the identical goods (without further processing or installations), this shall include the following measures by the Customer at the request of ads-tec:

- a) free access to the goods and - if the goods have already been installed or assembled in accordance with their intended purpose - enabling their removal and re-installation, unless the performance by ads-tec is unreasonable for the Customer and/or its purchasers in the supply chain;
- b) carriage paid return of the goods to ads-tec (free place of delivery or named place), insofar as the Customer cannot and has not validly asserted a claim for advance payment of costs;

- c) granting of the right to choose whether ads-tec will remedy the defect (rectification) or provide subsequent performance by delivering defect-free goods (replacement). ads-tec must exercise this right to choose within a reasonable period of time;
- d) payment of the price due for the delivery, unless the Customer can assert and has validly exercised a right of retention on account of the defectiveness.

11.7 If a defect is actually present, the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, shall be borne by ads-tec. No costs shall be borne if the expenses increase because the goods have been taken to another location after delivery, unless this is in accordance with the intended use of the goods. Neither shall ads-tec bear any costs related to increased expenses due to ads-tec being unable to remove and re-install the goods itself or having such removal and re-installation carried out, unless the Customer was not required to give ads-tec the opportunity to do so. If the Customer knew that a defect was not present or if he failed to recognise this due to gross negligence, ads-tec may demand reimbursement from the Customer for the reasonable costs incurred (in particular testing and transport costs) and refuse to bear the costs for the rest.

12. Reimbursement of expenses in the supply chain

12.1 The Customer's claims for reimbursement of expenses in the supply chain (supplier's recourse pursuant to Section 445a in conjunction with Sections 437, 439, 478 German Civil Code) shall be excluded in their entirety if the Customer has not duly complied with its statutory duties of inspection and notification of defects (Sections 377, 381 German Commercial Code) in accordance with the provisions of No. 10.

12.2 The following Customer claims are further excluded:

- a) if the defect is solely the result of advertising statements or other contractual agreements that do not originate from ads-tec, or the Customer, his direct purchaser or another purchaser in the supply chain is liable to the final customer solely as a result of a special guarantee given by them;
- b) insofar as the Customer, his direct or another purchaser in the supply chain was not himself obliged to meet the liability claims for defects against the final customer on the basis of the statutory regulations or did not make this notification in respect of a claim made against him. This shall also apply if the Customer, his direct or another purchaser in the supply chain has assumed

warranties vis-à-vis the final customer which exceed the statutory scope of liability for defects;

- c) insofar as the expenses for the rectification of defects have increased because the Customer, contrary to No.11.6 (a), has not given ads-tec the opportunity to fulfil claims for defects against its Customer.

12.3 In all other respects, the Customer may demand reimbursement of expenses that he had to bear vis-à-vis his Customers in the supply chain due to the defectiveness and provided that the last contract in the entrepreneurial supply chain is not a consumer goods purchase under German law for the identical goods (without further processing or installations) solely within the scope of ads-tec's liability for fault and, in this respect, limited in accordance with No. 13 (the liability for reimbursement of expenses is in this respect equivalent to liability for damages).

13. Other liability

13.1 If nothing to the contrary arises from these GTC including the following provisions, ads-tec shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

13.2 ads-tec shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of ordinary negligence, subject to a milder standard of liability in accordance with statutory provisions (e.g. for diligence in its own affairs), ads-tec may only incur liability:

- a) in the event of damage resulting from injury to life, limb or health;
- b) arising from the considerable breach of a material contractual obligation (an obligation that must be fulfilled as a prerequisite for the proper performance of the contract and on the observance of which the Customer regularly relies and may rely); however, in this case, liability shall be limited to compensation for the foreseeable, typically occurring damage.

13.3 The limitations of liability resulting from No. 13.2 also apply to breaches of duty by or in favour of persons for whose fault ads-tec is responsible in accordance with statutory provisions. They shall not apply insofar as ads-tec has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods and for claims of the Customer under the Product Liability Act.

13.4 Claims of the Customer for compensation of futile expenses according to Section 284 German Civil Code are waived if and insofar as a claim for compensation of damage instead of performance has

been effectively released according to the aforementioned.

13.5 The Customer can only withdraw or terminate the contract if ads-tec is responsible for the breach of duty that does not consist of a defect. A free right of termination of the Customer (in particular according to Sections 650, 648 German Civil Code) is excluded. The statutory requirements and legal consequences shall apply in all other respects.

13.6 Insofar as ads-tec makes planning recommendations for the assembly and/or installation of the goods or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by ads-tec, such recommendations are made to the best of its knowledge as an aid to the Customer and to the exclusion of any liability.

14. Statute of Limitation (“Verjährung”)

14.1 The general limitation period for claims (“Verjährung”) arising from defects of quality and title, including the claim for reimbursement of expenses in the supply chain in accordance with Section 445a paras. 1, 3 German Civil Code, is one year from delivery. Insofar as approving acceptance (“Abnahme”) has been agreed, the limitation period shall commence with the approving acceptance.

14.2 If, however, the delivered goods are a building or an object that has been used for a building in accordance with its customary use and has caused the latter’s defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (Section 438 (1) (2) German Civil Code). Other special statutory provisions on limitation (in particular Section 438 (1) (1) German Civil Code for defects in rem, Sections 438 (3), 444 German Civil Code in the case of fraudulent intent or quality guarantee, Section 445b German Civil Code for claims under a right of recourse) shall also remain unaffected, unless otherwise expressly stipulated below.

14.3 Insofar as the general limitation period according to the above Nos. 14.1 and 14.2 is one year and has been exceeded, the Customer can still assert his claim for reimbursement of expenses in the supply chain against ads-tec two months after he has fulfilled the claims of his Customer (suspension of the limitation period). However, this suspension of the limitation period shall end no later than three years after delivery to the Customer or after approving acceptance by the Customer.

14.4 The shortening of the limitation period or the suspension thereof shall also not apply if the last contract in the entrepreneurial supply chain is a consumer goods purchase under German law for the identical goods (without further processing or installations).

14.5 For parts of the delivery item newly delivered or repaired by ads-tec by way of subsequent performance, the general limitation period shall begin to run anew exclusively insofar as no case of subsequent performance on the basis of goodwill exists and the same cause of the defect is affected.

14.6 The above provisions on the limitation period shall also apply to contractual and non-contractual claims for damages claimed by the Customer based on a defect in the goods, unless the application of the regular statutory limitation period (Sections 195, 199 German Civil Code) would lead to a shorter limitation period in specific cases. However, Customer damage claims pursuant to No. 13.2 Clauses 1 and 2 a) and b) as well as in the case of a fraudulently concealed defect, in the case of an assumed guarantee for the condition of the goods as well as claims for damages under the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

15. Retention of title (“Eigentumsvorbehalt”) and other security interests

15.1 ads-tec shall retain ownership of the delivered goods (“goods subject to retention of title”) until complete fulfilment of all current and future claims of ads-tec against the Customer from the purchase/delivery contract and/or an ongoing business relationship - regardless of the legal grounds - (“Secured Claims”).

15.2 The Customer undertakes to treat the goods subject to retention of title with care, to carry out the necessary maintenance and inspection work on them in good time at his own expense, and also to protect them in other ways against external influences that could reduce the value of the goods subject to retention of title. The Customer also undertakes to sufficiently insure the goods subject to retention of title at his own expense against fire, water and theft at replacement value and to provide ads-tec with information on the condition of the goods at any time upon request and to inform ads-tec of the storage location of the goods.

15.3 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the Secured Claims. The Customer must inform ads-tec immediately in writing if an application is made to open insolvency proceedings or to the extent that third parties (e.g. seizures) have access to the goods subject to retention of title. In the latter case, the Customer shall draw attention to ads-tec’s retention of title and the Customer shall be liable to ads-tec for any in or out-of-court costs incurred in enforcing the property rights, unless the third party is able to reimburse ads-tec for such costs.

15.4 In the event of the Customer acting in breach of contract, in particular in the event of non-payment of the purchase price due, ads-tec shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or demand the return of the goods on the basis of the retention of title, or seize the goods. The demand for surrender or the seizure order does not concomitantly contain the declaration of withdrawal; rather, ads-tec shall merely be entitled to demand the surrender of the goods or to seize them and to reserve the right of withdrawal. Should the Customer fail to pay the purchase price due, ads-tec may only assert these rights if a reasonable deadline for payment has been set for the Customer prior without success or the setting of such a deadline is dispensable according to the statutory provisions.

15.5 Until revoked in accordance with sub-para. c below, the Customer is entitled to resell and/or process the reserved goods in the ordinary course of business. In this case, the following provisions shall apply in addition:

(a) The retention of title extends to the products resulting from the processing, mixing or combination of ads-tec's goods at their full value, whereby ads-tec is deemed to be the manufacturer. If the latter's right of ownership remains in the event of processing, mixing or combining with goods of third parties, ads-tec shall acquire co-ownership in the ratio of the invoice values (final invoice amount including VAT) of the processed, mixed or combined goods. If the Customer's item is to be regarded as the main item as a result of the mixing, ads-tec and the Customer agree that the purchaser shall transfer co-ownership of this item to ads-tec on a pro rata basis; ads-tec hereby accepts the transfer. In all other respects, what applies to the goods subject to retention of title shall also apply to the resulting product. The Customer grants ads-tec the ownership or co-ownership.

(b) The Customer hereby assigns to ads-tec by way of security and in accordance with (a) above, all claims against third parties with all ancillary rights (including all balance claims from the current account) in total or in the amount of the co-ownership share, if any, arising from the resale of the goods or the product or any other legal reason (insurance, tort) with regard to the goods subject to retention of title. ads-tec accepts the assignment. The obligations of the Customer specified in No. 15.3 shall also apply in respect of the assigned claims. The Customer is also not authorised to assign these claims for the purpose of debt collection by way of factoring, unless the obligation of the factor is simultaneously established to effect the counter-performance in the amount of the claims directly to ads-tec for as long as ads-tec maintains claims against the Customer.

(c) The Customer remains authorised to collect the claim in addition to ads-tec until withdrawal. ads-tec

undertakes not to collect the claim as long as the Customer meets his payment obligations towards ads-tec, there is no lack of his ability to pay, and ads-tec does not assert the retention of title by exercising a right in accordance with No. 15.4. However, should this be the case, ads-tec can demand that the Customer disclose the assigned claims and their debtors to ads-tec, provide it with all information necessary for claim collection, hand over the associated documents and inform the debtors (third parties) of the assignment. In this case, ads-tec is further entitled to revoke the Customer's authority to further sell and process the goods subject to retention of title.

(d) If the realisable value of the securities exceeds ads-tec's Secured Claims of by more than 10%, ads-tec will release securities of its choice at the Customer's request.

16. Confidentiality and professional secrecy

16.1 Each Customer shall use all documents and knowledge, including Offer Documents in accordance with No. 2.1 that it receives through the business relationship (this also includes samples, models and data) solely within the scope of the purpose of the respective contract and shall keep them secret from third parties with the same care as his own corresponding documents and knowledge if they constitute ads-tec business secrets, if ads-tec designates them as confidential or has an obvious interest in keeping them secret.

16.2 Insofar as no other agreements regarding confidentiality and secrecy exist, this obligation shall commence upon first receipt of the documents or knowledge and shall end 36 months after the end of the business relationship.

16.3 The obligation shall not apply to documents and knowledge that are or were generally known to the Customer at the time of receipt without the Customer being obliged to maintain secrecy, that are subsequently transmitted by a third party entitled to pass them on, or that are developed by the receiving Customer without exploitation of documents or knowledge to be kept secret.

17. Industrial property rights and documents

17.1 ads-tec is entitled to the property rights, copyrights and, if applicable, industrial property rights, in particular all rights of use and exploitation to all findings, ideas, concepts, mathematical calculations, plans, models, moulds, devices, drafts, drawings as well as other know-how and other work results that ads-tec designs or develops or has third parties design or develop on ads-tec's behalf during or on the occasion of service provision (hereinafter jointly referred to as "Work Results"). Unless

expressly agreed otherwise, this shall also apply if the Customer is charged for the manufacturing costs in this regard. If the Customer provides templates and ideas, ads-tec shall receive joint copyright to the extent that the template or draft was designed or developed by ads-tec.

17.2 Insofar as the use by the Customer is necessary to achieve the purpose of the respective contract, ads-tec grants the Customer a non-exclusive and non-transferable right of use, without any restriction on location or time, to the Work Results to which the Customer is entitled in accordance with Clause 17.1.

17.3 In addition, the Customer shall not reproduce, either in whole or in part, any documents submitted to him, or make them accessible to third parties, without the prior written authorisation of ads-tec. If a contract is not concluded, the Customer is obligated, upon request, to immediately return to ads-tec all documents provided to him (including Offer Documents within the meaning of Section 2.1 of these GTC and including any copies made). Digital copies must be permanently destroyed.

17.4 Should the Customer develop a Work Result that can be protected by property rights and that is based on the Work Results of ads-tec, the Customer shall inform ads-tec thereof in writing without delay. The Customer and ads-tec will then reach an agreement within the framework of a separate agreement on the ownership and exploitation of this Work Result and the industrial property rights applied for and granted on it.

17.5 When providing templates, plans, drawings and ideas, the Customer shall indemnify ads-tec against any claims by third parties asserting rights thereto.

18. Liability of Customer for free-issue parts (“Beistellungen”)

18.1 If ads-tec is required to deliver according to drawings, models, samples or using free-issue parts provided by the Customer (hereinafter jointly referred to as “Provisions”; “Beistellungen”), the Customer shall be responsible for ensuring that the property rights of third parties in the country of destination of the delivery items are not infringed thereby. ads-tec shall inform the Customer of any rights known to it, but shall not be obliged to carry out its own searches.

18.2 The Customer must indemnify ads-tec on first demand against claims by third parties in respect of all Provisions, must also defend against unjustified claims, and must also pay compensation for the damage incurred. If ads-tec is prohibited from manufacturing or delivering by a third party with reference to an industrial property right belonging to it, ads-tec shall be entitled - without examining the legal situation - to stop work until the legal situation has been clarified by the Customer and the third

party. Should the continuation of the order no longer be reasonable for ads-tec due to the delay, it is entitled to withdraw from the contract.

19. Export provisions

19.1 If the Customer envisages a resale abroad for the delivery item and the export of certain goods or software, e.g. due to their type, their intended use or their final destination, leads to licensing obligations, then the Customer alone is responsible for facilitation and proper implementation. ads-tec assumes no guarantee or liability in this respect for the possibility or lawfulness of the distribution envisaged by the Customer.

19.2 If the Customer intends to export or transfer the delivery item to a country or territory against which the United Nations, the European Union or the United States of America have imposed or put into force an embargo or other export or re-export restrictions, or to use the delivery item for such a country or territory, the Customer shall inform ads-tec thereof in writing before the contract is concluded. If the Customer is determined to do so after conclusion of the contract, such export, transfer or use shall require the prior written consent of ads-tec. In the event of resale of the delivery item by the Customer, the Customer shall ensure by means of appropriate agreements that these obligations are contractually imposed on each contracting party in the supply chain down to the end Customer with whom the delivery item finally remains. In the event of a breach of the obligations of this No. 19, ads-tec shall be entitled to terminate the contract with immediate effect and the Customer shall be obliged to indemnify ads-tec against all resulting damages and expenses.

19.3 In the cases concerned by Nos. 19.1 and 19.2, the Customer shall also be solely responsible for compliance with relevant national and international export regulations, such as the export control regulations of the European Union.

19.4 Deliveries to the Customer are always subject to national or international regulations of foreign trade law, an embargo or other legal prohibitions.

20. Data protection

20.1 Personal data from the business relationship may only be used for the purpose of contract processing and Customer support. Personal data of the Customer, his representatives and employees that arise within the framework of the contractual relationship and are required for its implementation are stored by ads-tec within this framework. Insofar as it is necessary for the execution of the contract, the data will also be transmitted to other companies entrusted by ads-tec in a permissible manner with the execution of the contract or parts thereof.

20.2 Information pursuant to Article 12 et seq. GDPR (General Data Protection Regulation) on the handling of personal data at ads-tec can be accessed at any time [here](https://www.ads-tec-energy.com/unternehmen/datenschutz.html) <https://www.ads-tec-energy.com/unternehmen/datenschutz.html>.

21. Jurisdiction and applicable law

21.1 If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of ads-tec in Nürtingen, Germany. The same applies if the Customer does not have a general place of jurisdiction in Germany. However, ads-tec shall also be entitled in all cases to bring an action at the place of performance of a delivery obligation in accordance with either these GTC, a prior individual agreement, or at the Customer's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive competences, shall remain unaffected.

21.2 These General Terms and Conditions and the contractual relationship between ads-tec and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany without regard to conflict-of-law rules of reference to other legal systems and to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG - "Vienna Sales Convention").

22. Contract language

These GTC are executed in English and German. The German text shall prevail in case of any discrepancies between the German and English texts of these GTC.