

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 (this "GTC") shall apply to the sale of goods (the "Products") by ADS-TEC Energy, Inc., a Delaware corporation ("ADS-TEC") when expressly referenced or included in a purchase order and order confirmation or similar agreement ("Purchase Order") executed by and between ADS-TEC and the purchaser of such Products ("Customer"). The Purchase Order will become effective on the date that ADS-TEC executes the purchase order, order confirmation or similar agreement that comprises the Purchase Order.

1.2 Each Purchase Order will include (i) a list of Products to be purchased; (ii) the purchase price of the Products purchased; (iii) quantities of Product ordered; (iv) requested delivery date; and (v) the Delivery Destination (as defined below) and the ultimate delivery location for the Products. No Purchase Order is binding on ADS-TEC unless accepted by ADS-TEC through execution of the Purchase Order or performance under the Agreement (as defined below).

1.3 Each Purchase Order and this GTC taken together form the agreement of the parties with respect to the Products purchased under such Purchase Order (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).

1.4 In the event of a conflict between this GTC and any Purchase Order that incorporates this GTC, the provisions of the Purchase Order shall control with respect to only such Purchase Order.

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 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 ("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. 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.

2. Terms of Delivery

2.1 All Products shall be delivered EXW Delivery Destination Incoterms 2020. The "Delivery Destination" will be the location in the United States identified by ADS-TEC.

2.2 The Customer shall have the right to examine incoming Products for any damage or defects immediately after tender at the Delivery Destination. The Customer shall give ADS-TEC the opportunity to examine any notice of complaint and, in particular, to make the damaged goods and their packaging available to ADS-TEC for examination.

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 from the Delivery Destination. Customer shall pay each invoice, without set-off or deduction, in accordance with the terms of the Purchase Order or, absent payment terms in the Purchase Order, within fourteen (14) days following tender by ADS-TEC at the Delivery Destination. All payments by either party shall be made by means of telegraphic transfer 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 Purchase Order or any future purchase order between the parties.

3.3 Customer shall pay all taxes imposed by any governmental authority 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).

4. 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 force majeure, which term shall include 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 provided that 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.

5. Transfer of Title and Risk of Loss

5.1 Unless otherwise set forth in the Purchase Order, title to the Products shall transfer to Customer upon the later of: (i) delivery of such Products to the Delivery Destination and (ii) payment in full for such Products.

5.2 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.

5.3 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 5.3. 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 5.3. 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. Customer's Obligations

6.1 Customer shall have fourteen (14) days following tender 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. 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.

6.2 ADS-TEC may equip the Products with a Big-LinX® Energy solution (the "Monitoring System") so that the Products can be monitored for remote diagnosis and maintenance. In the event (i) ADS-TEC has equipped a certain Product with the Monitoring System and (ii) Customer desires to have ADS-TEC monitor such Product, 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.

6.3 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 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.

6.4 Customer shall provide and perform, at its own expense and risk, all handling, storage, delivery, civil works, construction, installation, testing and commissioning 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. [Limitation of Liability and Waiver of Consequential Damages](#)

7.1 NOTWITHSTANDING ANYTHING ELSE HEREIN, AND EXCEPT FOR LIABILITY ARISING OUT OF (1) INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, 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 UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES 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. ALL LIABILITY UNDER THIS AGREEMENT IS CUMULATIVE AND NOT PER INCIDENT.

7.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST REVENUE, LOST PROFITS, 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.

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

8.1 The warranty for the Products is provided exclusively in a service agreement to be executed by and between Customer and ADS-TEC (the "Service Agreement"). The Products under the Agreement are sold on "as is, where is, with all faults," basis.

8.2 THE WARRANTIES OF ADS-TEC SET FORTH IN THE SERVICE AGREEMENT ARE ADS-TEC'S SOLE AND EXCLUSIVE WARRANTIES AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. EXCEPT AS SPECIFIED IN THE SERVICE AGREEMENT, 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.

9. [Confidentiality](#)

9.1 If either party acquires from the other party, in relation to the negotiation, execution or performance of the Agreement, certain information that is described by the latter party as (or is provided under circumstances indicating it is) secret, confidential and/or proprietary information and, if in the form of a document or other materials (including computer discs), such information is clearly marked as such (the foregoing, "Confidential Information"), 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 provided in this Agreement. Confidential Information shall not include information, data, knowledge and know-how, as shown by written records, that (a) is in the receiving party's possession prior to disclosure to the receiving party, (b) is in the public domain prior to delivery or disclosure to the receiving party, or (c) lawfully enters the public domain through no violation of this Agreement after delivery or disclosure to the receiving party; however, such term shall include all analyses, interpretations, compilations, studies and evaluations of such information, data, knowledge and know-how generated or prepared by or on behalf of the disclosing party or the receiving party.

9.2 Notwithstanding anything herein to the contrary, a party may disclose 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 party required to disclose such information shall give prior notice to the other party of such required disclosure and, if so requested by the other 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 such party as necessary in connection with the relevant project; provided that such persons are informed of the confidential nature of the Confidential Information, and such party shall be liable to the other for any disclosure or use by such person in violation of the terms of this Section 9. Customer may also disclose Confidential Information to financing parties, any potential permitted assignee, auditors, or other investors or purchasers, actual or prospective, in the Customer, any permitted assignee or the relevant projects; provided, however, that such disclosures shall be subject to the agreement of such persons to keep such information confidential on terms substantially similar to those set forth in this Section 9.

9.3 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.

10. Intellectual Property

10.1 Notwithstanding transfer of title to the Product, ADS-TEC shall retain ownership of any Intellectual Property incorporated in the Product. ADS-TEC shall also own any (a) Intellectual Property developed or acquired by ADS-TEC or its affiliates and (b) modifications, improvements or derivative works, conceived, created, developed or reduced to practice by or for Customer ("Customer Modifications") relating to any Intellectual Property described in subsection (a) above, including Intellectual Property incorporated in the Product (c) Intellectual Property developed jointly by the parties unless separate agreement is made before development ("Joint IP"), and (d) any and all data generated by ADS-TEC or its Products. Customer acquires no other right to use Intellectual Property owned by ADS-TEC or its affiliates than those set out in the license granted in Section 10.2 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.

10.2 Subject to the terms and conditions set forth in this GTC, ADS-TEC hereby grants to Customer a limited non-exclusive, license to and under the Intellectual Property in Section 10.1 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.

10.3 Customer acknowledges that any unauthorized resale or redistribution or dissemination of the Product materially and irreparably harm ADS-TEC.

10.4 Customer shall not and shall not allow or cause any other person to translate, decompile, reverse engineer, decrypt, extract or disassemble the Product, 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

10.5 Customer shall not and may not allow or cause any other person reduce or attempt to reduce any software to source code form, except to the extent such restriction is prohibited by applicable law and such prohibition cannot otherwise be legally waived.

10.6 Customer shall not copy or redistribute any item of software except as specifically permitted in this Section 10.

10.7 Unless otherwise expressly authorized in writing by ADS-TEC, Customer shall not 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.

10.8 Customer shall not 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.

10.9 Customer shall not and may not allow or cause any other person to affix any other mark or name to any Product without ADS-TEC's express written permission.

10.10 Customer shall not develop: (a) any products incorporating Product or any of Licensed Intellectual Property; or (b) any modification or improvements related to the Product or Licensed Intellectual Property, without ADS-TEC's express written consent.

10.11 Customer shall not apply for any registration of any rights in 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 Licensed Intellectual Property.

10.12 ADS-TEC hereby grants to Customer and its successors and permitted assigns a continuing, non-exclusive, transferable and irrevocable right and license, for so long as any of them has any rights of ownership in or to the Product, and on a royalty-free basis, to import, purchase, install, use, operate, maintain, repair and sell the Products.

10.13 Notwithstanding the foregoing, as between ADS-TEC and Customer, ADS-TEC and its affiliates shall retain 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 granted in Section 10.1.

11. Indemnity

11.1 Each party (the "Indemnifying Party") shall indemnify, hold harmless and defend the other party, any of contractors or subcontractors of any tier, and any of their respective officers, agents, shareholders, partners, members, affiliates, employees, representatives, consultants and advisors (each an "Indemnified Party") from and against any claim, action, lawsuit, loss, liability, expense, damage or judgment, including costs and reasonable attorneys' fees incurred or suffered by an Indemnified Party for (i) 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 Indemnified Party or third party to the extent arising out of or resulting from the Indemnifying Party's gross negligence or willful misconduct or (ii) any fraud, illegal or unlawful act, including non-compliance with any permit or authorization of any governmental authority, of the Indemnifying Party; provided, however that the Indemnifying Party shall have no liability to the extent any such loss arises from or is otherwise caused by the Indemnified Party's own negligence, willful misconduct, fraud, illegal or unlawful acts.

12. Patent and Copyright Indemnification

12.1 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.

12.2 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.

12.3 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.

12.4 This Section 12 states ADS-TEC's entire obligation and Customer's exclusive remedy regarding any claims for intellectual property infringement.

12.5 Customer shall promptly notify ADS-TEC in writing following receipt of notice of any claims alleging infringement of intellectual property occurring in connection with Products or ADS-TEC's obligations pursuant to the Agreement, and shall provide ADS-TEC with all information in its possession relevant to such claim.

13. Termination

13.1 ADS-TEC may terminate any Purchase Order with immediate effect if Customer fails to timely make

payment thereunder, without need for providing written notice or opportunity to cure.

13.2 Customer agrees that a Purchase Order 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 Purchase Order 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.

13.3 In addition to the rights set forth in Sections 13.1 and 13.2, any Purchase Order 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 sixty (60) days after receipt of written notice specifying the breach from the non-defaulting party. Termination of this Agreement shall not affect Customer's obligation to (i) pay ADS-TEC for the Product shipped or to be shipped pursuant to the Purchase Order; or (ii) pay for any services provided by ADS-TEC pursuant to the Service Agreement.

13.4 The remedies described in this Section 13 are not exclusive and are in addition to all other remedies that may be available to the non-breaching party at law, in equity, or otherwise.

14. Export provisions; Government Sales

14.1 ADS-TEC Products and 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.

14.2 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.

14.3 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.

14.4 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.

15. Dispute Resolution

15.1 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

15.2 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.

15.3 IF THE PARTIES ARE UNABLE TO RESOLVE THE DISPUTE INTERNALLY WITHIN SIXTY (60) CALENDAR DAYS OF ESCALATION UNDER SECTION 15.2, OR SUCH FURTHER PERIOD AS THE PARTIES SHALL AGREE TO IN WRITING, THE DISPUTE SHALL BE REFERRED TO AND FINALLY RESOLVED BY BINDING ARBITRATION. SUCH ARBITRATION SHALL BE IN ACCORDANCE WITH THE JAMS ARBITRATION RULES THEN IN EFFECT, WHICH ARE HEREBY INCORPORATED BY REFERENCE INTO THIS CLAUSE.

15.4 The arbitration tribunal shall consist of a sole arbitrator, selected in accordance with the JAMS arbitration 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.

15.5 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.

15.6 Notwithstanding anything to the contrary, the arbitrator shall exceed his or her powers if the arbitrator awards damages inconsistent with the provisions of Section 7. The parties irrevocably waive the award of any such damages.

15.7 The language to be used in the arbitration shall be English.

15.8 Any legal action of Customer arising under any Purchase Order must be commenced within one (1) year following delivery of the Products under such Purchase Order. To the maximum extent permitted by applicable law, Customer hereby waives any right to commence any claim or action other than those arising after such one (1) year period.

16. Choice of Venue and Waiver

16.1 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).

16.2 Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

17. 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.

18. Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assignees of each party. This Agreement, and any rights or obligations in this Agreement, may only be assigned in whole, and not in part. Neither party may assign this Agreement, or any rights or obligations in this Agreement, except: (a) upon the prior written consent of the other party; and (b) to an affiliate or to any person succeeding to all or substantially all of such party's assets or business (whether by sale of assets, stock, merger, operation of law or otherwise) upon prior written notice to the other party, provided, however, that such affiliate or other person is not less creditworthy than the assigning party and, in the case of assignment by Customer, not a competitor of ADS-TEC.

19. Notices

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

20. Miscellaneous

20.1 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.

20.2 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.

20.3 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.

20.4 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 Purchase Order.

20.5 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.

20.6 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.

20.7 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.

20.8 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.