

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR PRODUCTS AND SERVICES OF ELEO Technologies B.V.,**

a limited liability company organized and existing under the laws of the Netherlands, with its office in (5708 JZ) Helmond, at Automotive Campus 80, the Netherlands, registered with the Dutch trade register of the Chamber of Commerce under number 69705623. GTC version 05-12-2022.

**CHAPTER I. GENERAL PROVISIONS****Article 1. Definitions and Interpretation**

1. For the purpose of these GTC and all related documents, the capitalized terms as defined below in alphabetical order shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context so requires:

**'Agreement'** the agreement concerning the execution of the Performance concluded in Writing between the Parties of which these GTC form an integral part, including all appendices, subsequent amendments thereof and/or addenda thereto as may be agreed upon in Writing between Parties.

**'Agreement Price'** the total amount of the consideration as specified in the Agreement which is payable by the Customer to the Supplier for the Performance.

**'Article'** any article of these GTC.

**'Confidential Information'** the Agreement, its terms and execution, as well as all information and know-how (including but not limited to designs and other Intellectual Property Rights) furnished by a Party to the other in any form whatsoever or otherwise coming to a Party's knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information and all warranty claims, if any, which may arise under the Agreement.

**'Customer'** the firm or company named as such in the Agreement.

**'Force Majeure'** includes, but is not limited to, Act of God, directive of Government or of persons purporting to act therefore, legislation, war, civil disturbance, epidemics resp. pandemics fire, drought, failure of power supply, explosion, riot, disturbances or standstill of essential production equipment, flood, earthquake, lock-out, transportation issues, shortage of essential raw materials, strike or other action taken by employees in contemplation of or furtherance of a trade dispute or owing to any liability to procure materials or force majeure of any other nature, including non- or late delivery due to non- or late fulfilment of obligations of subcontractors of Supplier or transportation companies engaged by Supplier and/or solvency and/or liquidity issues and/or bankruptcy of third parties engaged by supplier, in so far as any of these circumstances prevent the Supplier's performance of the Agreement. Force Majeure is expressly including events caused by government-mandated lockdowns, or changes to laws, regulations, executive orders, or other acts of governmental entities related to the COVID-19 pandemic.

**'Group Company'** means, with respect to the Party to which it refers, a (legal) entity that is affiliated with, or that directly or indirectly controls, is controlled by or is under common control with, such Party.

**'GTC'** the underlying general terms and conditions of sale and delivery for Products and Services of Supplier.

**'Intellectual Property Rights'** registered and unregistered intellectual and industrial property rights and applications, including but not limited to patent rights, trademark rights, database rights, design rights, inventions, processes, formulae, copyrights, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, methodologies, computer programs (including all source codes) and related documentation, technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions), manufacturing, engineering and technical drawings, know-how and information, copies and tangible embodiments of all the foregoing, in whatever form or medium and any moral rights and the like associated therewith.

**'Offer'** each offer concerning the execution of the Performance in Writing.

**'Party'** each of the Supplier and the Customer separately.

**'Parties'** Supplier and Customer together.

**'Performance'** the performance to be executed by Supplier on the basis of the Agreement, i.e. the delivery of Products and/or carrying out of the Services.

**'Products'** the products, equipment and related goods or software to be delivered by Supplier under the Agreement, as specified in the Specifications.

**'Purchase Order'** a Written purchase order issued by the Customer for the purchase of the Performance, by virtue of which the Supplier shall carry out the Performance, including any annex, addition or modification thereto.

**'Services'** all services, such as, but not limited to, design, consultancy, engineering, maintenance, manufacturing, operating and/or the realisation of a material work, to be performed by Supplier, as specified in the Specifications.

**'Specifications'** the detailed specifications, descriptions, design criteria, quality standards, work instructions and drawings of the Performance agreed upon between the Parties and specified in the Agreement.

**'Supplier'** ELEO Technologies B.V., a limited liability company organized

and existing under the laws of the Netherlands, with its office in (5708 JZ) Helmond, at Automotive Campus 80, the Netherlands, registered with the Dutch trade register of the Chamber of Commerce under number 69705623, and any of its Group Companies.

**'Written'** or **'in Writing'** includes by post, e-mail and any other electronic communication device or electronic data interchange customary in the market.

2. The headings of these GTC are for ease of reference only and are not intended to qualify the meaning of any Article or section thereof.

3. References to words denoting any gender shall include all genders.

4. Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another party.

5. References to the Parties include their respective successors in title and permitted assigns.

6. Terms and expressions of law and of legal concepts as used in this GTC have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.

**Article 2. Applicability of the GTC**

1. These GTC apply to all Offers, Purchase Orders and Agreements as well as to all related legal acts of the Parties.

2. The applicability of the Customer's general purchase or other conditions is expressly rejected.

3. Any amendments of and/or addenda to these GTC have to be agreed upon in Writing by the Parties.

4. A failure by the Supplier to exercise or a delay in exercising a right or remedy provided by these GTC or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these GTC or by law by the Supplier prevents further exercise of that right or remedy or the exercise of another right or remedy.

5. If one or more provisions of these GTC shall be found, by a court with jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of these GTC. The Parties agree to attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision that achieves to the greatest extent possible the objectives of the illegal, invalid or unenforceable provision.

6. These GTC do not derogate from the Supplier's statutory and common law rights but are in addition thereto.

7. In the event of any contradictions between these GTC and the Agreement, the terms of the Agreement shall prevail.

8. This GTC consists of several chapters: Chapter I. GENERAL PROVISIONS, chapter II. SUPPLEMENTARY PROVISIONS GOVERNING THE SUPPLY OF PRODUCTS and chapter III. SUPPLEMENTARY PROVISIONS GOVERNING THE EXECUTION OF SERVICES. The provisions of chapter I. GENERAL PROVISIONS always apply to the Agreement. The provisions of one or more of the other chapters are applicable depending on the type of Performance. It is clear from the Agreement which chapters apply. In the event of an incompatibility between any of the provisions of the different chapters, the most binding provision for the Customer shall prevail.

**Article 3. Offers, Agreements and Notifications**

1. All Offers of the Supplier are non-binding and, unless otherwise declared by the Supplier in Writing, valid for a period of 30 (thirty) days after the date thereof. The Supplier reserves the right to withdraw or change its Offers without compensation as long as the Customer did not receive an order confirmation from the Supplier.

2. No Purchase Order shall be binding on the Supplier unless it has been confirmed by Supplier in Writing. Such Purchase Order confirmation shall constitute an Agreement.

3. If a Purchase Order is placed by the Customer without a prior Offer and the Customer takes delivery of the Performance, this shall in any case constitute as an Agreement under these GTC and as a confirmation of the Purchase Order. Additional arrangements shall require the Written approval of Supplier.

4. The Customer cannot derive any rights from oral commitments of the Supplier, unless and to the extent those are confirmed in Writing by the Supplier.

5. All notifications relating to the Agreement shall be made in Writing.

**Article 4. Suspension and Dissolution**

1. The Supplier shall at all times be entitled to suspend the fulfilment of its obligations under the Agreement or to dissolve the Agreement, in the event that:

(i) the Customer does not timely and fully fulfil its obligations under the Agreement;

(ii) the Supplier learns of circumstances giving good ground to fear that the

Customer will not timely and fully fulfil its obligations under the Agreement. In such event suspension of the Agreement by the Supplier shall only be allowed in so far the shortcoming justifies such action;

(iii) the Customer has been requested to furnish adequate security to guarantee the fulfilment of its obligations under the Agreement pursuant to **Article 8.8** and this security is not (sufficiently) provided.

2. The Supplier shall furthermore be entitled to dissolve the Agreement if circumstances arise of such nature that fulfilment of the Supplier's obligations becomes impossible or can no longer be expected in accordance with the requirements of reasonableness and fairness.

3. If the Agreement is dissolved pursuant to **Article 4.2**, the Supplier's claims against the Customer shall be forthwith due and payable. If the Supplier suspends fulfilment of its obligations, it shall retain its rights under the applicable law and the Agreement.

4. Notwithstanding the foregoing sub clauses of this **Article 4**, the Supplier shall always retain the right to claim damages in case of suspension or dissolution.

#### **Article 5. Measurements, weights, images and technical data**

1. The measurements, weights, dimensions, capacities, prices, technical data and images set out in the Supplier's catalogues, website, stock lists and other advertising material are approximate only. These data shall not be binding save to the extent they are expressly guaranteed in the Agreement.

#### **Article 6. Agreement Price**

1. As consideration for the execution of the Performance the Customer shall pay the Supplier the Agreement Price, which is calculated as specified in the Agreement.

2. The Supplier is entitled to unilaterally increase the Agreement Price after order confirmation in the event its (sub)suppliers introduce increased pricing for the Products or Services. In such event the Supplier will inform the Customer in Writing. If the Customer does not want to accept such increase of the Agreement Price it is entitled to cancel its specific order(s) within seven (7) days, in the absence of which the Customer shall be deemed to have accepted any increase.

3. Unless explicitly stated otherwise, the Agreement Price is always stated exclusive VAT.

4. If taxes, levies or import duties which will increase prices are introduced or changed by any government measure, or other government measures are effected after the Agreement is concluded which result in an increase in the cost of the Performance, Supplier shall have the right to pass on this cost increase or the changes even if it had been agreed that the Agreement Price would be fixed.

5. Unless explicitly stated otherwise, all prices exclude warehousing, carriage- and transportation costs and exclude insurance against loss, damage or theft.

6. Unless explicitly stated otherwise, all prices exclude packaging.

#### **Article 7. Changes and additional work**

1. If on the instructions of, or in agreement with, the Customer any change is made, any additional Products are delivered and/or extra Services are performed that are not included in the Agreement, the extra costs thereby incurred shall be charged by the Supplier to the Customer as additional work at the then applicable charging rates. The Supplier is not obliged to honour such a request and may require that a separate agreement shall be concluded for the purpose.

2. Insofar a fixed Agreement Price has been agreed, the Supplier shall on request inform the Customer in Writing about the financial consequences of the additional work or additional provisions of Products and/or Services as referred to in this **Article 7**.

#### **Article 8. Payment**

1. Unless explicitly agreed upon otherwise between the Parties in Writing, the Customer shall pay the Supplier's invoices in Euro and in full without discount, withholding, set-off or counterclaim by means of transfer to the bank account of the Supplier within the term as set out in the Agreement.

2. Contestation of an invoice by the Customer shall not suspend the fulfilment of its payment obligations.

3. The Customer is only entitled to offset- or retention rights if the Customer's counterclaims are legally established, uncontested or recognized by the Supplier. Moreover, the Customer shall only be entitled to retention rights in relation to the original Agreement.

4. If the Customer fails to timely fulfil its payment obligations, the Customer shall be in default by operation of law and owe an interest charge equal to the statutory interest rate, however the interest rate owed shall in no event be lower than an interest of 1% (one percent) per month on the amount due and payable. The interest on the amount due and payable shall be calculated as from the date the Customer is in default. The foregoing shall be in addition to and not in lieu of any other rights and remedies the Supplier may have at law or in equity for such default.

5. All judicial and extrajudicial costs related to the enforcement and collection of payments due by the Customer to Supplier and not received in time, shall be borne by the Customer.

6. In the event that: a) the Customer's company is wound up; b) the 'Wet Schuldsanering Natuurlijke Personen' (WSNP) is declared applicable (in case

of a sole proprietorship); c) the owner of the Customer dies (in case of a sole proprietorship); d) the owner of the Customer is placed under conservatorship (in case of a sole proprietorship); e) the Customer's company is attached; f) the Customer's company is declared bankrupt; and/or g) a suspension of payment is granted to the company of the Customer, Supplier's payment claims against the Customer shall forthwith become due on the Supplier's demand.

7. Payments made by the Customer may be allocated by the Supplier in the first place to reduce the costs, subsequently to reduce the interest due and finally to reduce the principal sum and the accrued interest.

8. If the Customer does not properly fulfil its payment obligations, as well as in the event that the Supplier for any reason whatsoever deems that the Customer will not properly fulfil its payment obligations, the Supplier may at all time require adequate security from the Customer such as a bank or performance guarantee for the proper fulfilment of the Customer's payment obligations and suspend the execution of the Performance until such adequate security has been received. The Customer shall provide the Supplier with any such requested adequate security at the Supplier's first request. If the suspension lasts for more than 30 (thirty) days and the Customer does not provide the Supplier with such adequate security within this term, the Supplier shall be entitled to terminate the Agreement.

#### **Article 9. Liability**

1. The Suppliers total liability due to an attributable failure in the performance of the Agreement or on any legal basis whatsoever, expressly including each failure to fulfil a warranty obligation agreed with the Customer, shall be limited to compensation for direct damage or loss up to a maximum of that part of the Agreement Price (excluding VAT) which directly relates to the respective damage. However, if the loss or damage is covered by Supplier's commercial liability insurance, the liability shall never amount to more than the amount actually paid out by the insurer.

2. The Supplier shall not in any event be liable for:

(i) indirect damage, including but not limited to, consequential damage, loss of profit, lost savings and damage due to business stagnation; and

(ii) any death or physical injury of employees of the Customer howsoever caused and no matter whether the death or physical injury results wholly or partly from any act or omission on the part of the Supplier and/or its Group Companies, their employees or any other third party.

3. The limitations and exclusions of liability set out herein do not apply if the damage is caused by wilfulness, gross fault or gross negligence on the part of the Supplier.

#### **Article 10. Indemnity**

1. The Customer indemnifies the Supplier against all liability of the Supplier to any third party by virtue of any technical working principles supplied or mandated by the Customer, and used by the Supplier in the execution of the Performance. The examination of any infringement of third-party rights by virtue of the Customer supplied and mandated technical working principles shall be at the initiative and expense of the Customer. If there is any infringement of such third-party rights, the Supplier shall respect such rights and as far as possible propose an alternative solution.

2. Unless under a non-appealable final judgement, it is decided that gross negligence or intention exists on the part of the Supplier, the Customer shall indemnify and hold the Supplier harmless from and against all claims and causes of action for damages and expenses of every kind and character including costs of suit and reasonable attorney's fees asserted against the Supplier, its agents, servants and employees arising out of or in any manner connected with the Performance or the use thereof. This includes, but is not limited to, all claims and causes of action resulting from any death or physical injury of employees of the Customer howsoever caused and patent or trademark infringement, which are based, in whole or in part, from Products and/or Services manufactured or provided in accordance with Customer's specifications.

3. The Supplier warrants that, at the time of making the Offer to the Customer, it is not aware of any infringement of third-party Intellectual Property Rights, or other rights. If the Supplier has manufactured and executed the Performance according to designs, drawings or other instructions from the Customer, then the Customer guarantees that this will not infringe any third-party Intellectual Property Rights, or other rights. The Customer indemnifies the Supplier against any third-party claim alleging infringement of its Intellectual Property Rights.

#### **Article 11. Lapse of rights**

1. Legal claims pursuant to the Agreement or unlawful acts must be instituted by the Customer within 1 (one) year of the right to the claim coming into force, in the absence of which the legal claim shall lapse.

#### **Article 12. Intellectual Property Rights**

1. Unless otherwise agreed in Writing between the Parties, the Customer acknowledges that the Supplier retains ownership of any Intellectual Property Rights in the Performance, and in any plans, simulation models, Specifications, test models, images, schedules, designs, sketches, drawings, films, software and other material or (electronic) files (the "Information") made available or produced as part of the Performance and that the Customer shall have no rights of exploitation thereof, irrespective of the fact whether they have been handed over to the Customer or via the Customer

to third parties and irrespective of whether the Customer charged the Supplier for the production of such materials.

2. Unless the nature of the Information provided by the Supplier to the Customer dictates otherwise, the Information shall be destined to be used by the Customer exclusively and shall not be copied or otherwise reproduced, publicly disclosed or disclosed to third parties by the Customer without the Supplier's prior written consent. Further, the Customer may not use any part of the techniques illustrated in such Information to improve its own products. The Customer shall return the Information at the Supplier's first request.

3. The Customer will not attempt to seek or claim any interest in the Supplier's Intellectual Property Rights, or assist any other party to assert any interest in the Supplier's Intellectual Property Rights. The Customer acknowledges that any improvement or enhancement of Supplier's Intellectual Property Rights which may result from work performed by the Customer shall remain the exclusive property of Supplier and the Customer irrevocably assigns to Supplier all right, title and interest the Customer may have in any improvements or enhancements, to Supplier's Intellectual Property Rights. The Customer will not hinder Supplier in any application or other measure taken by Supplier to protect or exploit improvements to Supplier's Intellectual Property Rights. The Supplier shall have the exclusive right to file patent applications, in its own name or in the name of a third party designated by Supplier, for inventions made as part of carrying out of the Performance and Supplier shall give its full co-operation with respect to such patent applications.

4. The Supplier reserves the right to use the knowledge gained by the execution of the Agreement for other purposes, in so far no Confidential Information of the Customer shall be disclosed to third parties.

#### Article 13. Data

1. The Parties shall at all times comply with any obligations under Dutch laws regarding data protection and any other relevant (national, European and international) data protection regulations (the "**Privacy Laws**") that are applicable to the execution of the Agreement. Both Parties shall (i) take appropriate security measures to protect the confidentiality of the (personal) data provided by the other Party, (ii) inform the other Party, on such Party's request, about the security measures taken in respect to the foregoing, and (iii) notify the other Party of any breach of personal data in accordance with and within the timeframe stipulated in the Privacy Laws. If applicable, the Parties shall enter into a data processing agreement.

#### Article 14. Force majeure

1. The Supplier shall not be liable for any failure to fulfil any terms of the Agreement to the extent that such fulfilment has been delayed, hindered, interfered with or prevented by any circumstance whatsoever which is not within its reasonable control and which amounts to an act of Force Majeure.

2. The Supplier shall inform the Customer of all the circumstances and particulars which prevent the Supplier from performing its obligations under the Agreement. The Supplier shall consult the Customer about the measures to be taken in order to limit the consequences of the situation of Force Majeure to a minimum and to safeguard the execution of the Agreement.

3. The Supplier shall exert its reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so and may at its option suspend performance of the obligation affected by the Force Majeure during the period such Force Majeure continues, without incurring any liability on account hereof.

4. If the Force Majeure continues for a period of more than 6 (six) consecutive weeks, then either Party shall be entitled to terminate the Agreement by Written notice to the other Party.

#### Article 15. Secrecy

1. The Parties shall be bound to secrecy of all of each other's Confidential Information and shall use the Confidential Information solely for the purposes of performing the Agreement.

2. The Parties will cause their officers, directors, employees, agents and Group Companies to abide by the terms of this **Article 15**. Each Party will be responsible for any breach by its officers, directors, employees, agents and Group Companies of this **Article 15**.

3. If a statutory provision or a judicial decision compels the Supplier to convey Confidential Information of the Customer to third parties designated by law or by the court and the Supplier cannot for that purpose invoke a legal right to refuse to give evidence of such a right acknowledged or allowed by the competent court, the Supplier shall not be held to pay damages or compensation and the Customer shall not be entitled to demand the dissolution of the Agreement on the ground of any damage resulting from said circumstance.

#### Article 16. Assignment and subcontracting

1. The Supplier is at all times entitled to assign all or part of its rights and/or obligations under the Agreement to a Group Company or third party.

#### Article 17. Non-employment of Supplier's personnel

1. Throughout the term of the Agreement and for a period of 1 (one) year following the termination thereof, the Customer shall not in any way hire or employ in any other way, be it directly or indirectly, staff of the Supplier, the Supplier's Group Companies or of enterprises whom the Supplier has

engaged to execute the Agreement and who are/were involved in the execution thereof, without prior consent of the Supplier on this matter.

#### Article 18. Applicable law and disputes

1. These GTC are construed in accordance with and governed exclusively by the laws of the Netherlands. The applicability of the 1980 Vienna Sales Convention is hereby excluded, as well as any other present or future terms of any international convention governing the purchase of moveable property, insofar as such terms can be excluded.

2. In case of any disputes arising out of or relating to these GTC, the Parties shall endeavour to settle such disputes amicably. If the Parties are unable to, the dispute shall be exclusively submitted to the jurisdiction of the competent courts of Rechtbank Oost-Brabant, the Netherlands.

### CHAPTER II. SUPPLEMENTARY PROVISIONS GOVERNING THE SUPPLY OF PRODUCTS

*The provisions of this chapter shall apply in addition to the provisions of Chapter I. GENERAL PROVISIONS if the Supplier (also) delivers Products, whether or not set out in more detail in one of the other chapters of these GTC.*

#### Article 1. Delivery of Products

1. Unless otherwise agreed in Writing, the Supplier shall deliver Products according to the Incoterm "Ex Works" (Incoterms 2020 or any later version thereof), on the delivery date or within the delivery term set out in the Agreement. Upon such delivery, the risk of loss of, or damage to, Products shall transfer from the Supplier to the Customer.

2. Any obligation of the Supplier to install and/or configure Products does not include performing data conversion and installing software. Unless otherwise agreed, the Supplier is not responsible for obtaining any licences required.

3. If i) the Customer refuses to take delivery of Products; ii) delivery has been proved impossible; or iii) the Customer fails to provide the Supplier with the information or instructions necessary for the delivery to be carried out, the Supplier shall be entitled to: a) store Products at the Customer's risk and expense; or b) withdraw from the Agreement; and to claim damages from the Customer for non-performance.

4. In case the delivery date has specifically been defined as a fixed deadline date rather than an indication, the Customer shall be entitled to claim a fixed compensation for any loss or damage incurred by the Customer due to any delay for which the Supplier is responsible. This compensation, for every full week of deadline date overrun, shall amount to 0.5% (zero point five per cent) as a whole, but shall not exceed a maximum of 5% (five per cent) of the partial or total net order not delivered on time as a consequence of that delay. The Supplier shall at all times use its reasonable efforts to deliver Products on said time. If the Supplier expects a delivery term to be exceeded, it shall forthwith notify the Customer thereof in Writing. In such case, the Supplier shall use its reasonable efforts to deliver the Products as soon as possible to the Customer and keep the Customer updated of the situation.

5. A failure to deliver Products within said time does not entitle the Customer to suspend or fail to comply with its contractual obligations or to claim damage other than defined in **Article 1.4** of this Chapter II.

6. The delivery term for the Products commences once the Supplier has received all information required for such delivery from the Customer and all other necessary conditions for performance of the Agreement have been fulfilled. If there are circumstances of which the Supplier was not aware at the time the delivery period was determined, such delivery period can be extended by the Supplier up to a maximum period equal to 2 (two) times the initial delivery period.

7. Unless otherwise agreed upon in Writing, the Supplier shall be entitled to deliver Products in partial shipments.

8. The Customer shall be obliged to provide the assistance and cooperation necessary and required by the Supplier in order for or on behalf of the Supplier to perform the delivery immediately, explicitly including the obligation to accept and take delivery of Products purchased.

#### Article 2. Inspection, complaints and acceptance (test)

1. If the Parties have not agreed an acceptance test, the following provisions apply.

2. On forfeiture of all warranty claims, the Customer shall inspect Products or have them inspected immediately after the delivery thereof, but in any case within 14 (fourteen) days of the date of delivery. The Customer shall examine whether the quality and the quantity of the delivered Products comply with the Agreement. Sample testing shall also be performed if this can reasonably be expected of the Customer.

3. Any claim regarding the quantity of Products delivered must be noted at the time of delivery.

4. Visible shortcomings have to be communicated in Writing to the Supplier within 14 (fourteen) days following the delivery of Products. Non-visible shortcomings also have to be reported in Writing within 14 (fourteen) days following their detection but no later than 3 (three) months following delivery. Any such Written complaint should contain a precise description of the defect and detailed delivery information of Products such as delivery date and time, delivery note number and box number. Claims which are not

filed in accordance with this procedure shall not be taken into consideration.  
5. Complaints with regard to delivered Products do not relieve the Customer of its payment obligations.

6. Should the Customer fail to timely notify the Supplier of any defective Products in accordance with this **Article 2**, Products shall be considered accepted by the Customer and all warranties and remedies with regard to detected or detectable defects in Products shall be excluded.

7. If any delivery of Products contains negligible defects, the Customer shall accept such delivery.

8. If the Customer wishes to return defective Products, it shall do so following the prior Written consent of Supplier.

9. If the Parties have agreed to carry out an acceptance test, the following provisions apply.

10. If agreed between the Parties and laid down in a test protocol to the Agreement, an acceptance test shall be carried out by the Customer at the latest within 14 (fourteen) days of receipt or installation of the Products. The acceptance test shall be limited to what has been expressly laid down in the test protocol. This protocol shall fix the modalities of the acceptance test.

11. If on carrying out the acceptance test the Products prove to fall short of the Specifications, the Customer shall inform the Supplier of the alleged defects via a Written test report immediately after the test period. In such cases the Supplier shall remedy the reported defects within a reasonable period. If another acceptance test is carried out after the reported defects have been remedied, such test shall be limited to an examination with respect to the reported defects.

12. In the event that the acceptance test has successfully been carried out, the Customer shall promptly sign the acceptance certificate of the Supplier and the Products shall be deemed accepted by the Customer.

### Article 3. Export control

1. The delivery of Products may be subject to laws, customs and export control regulations of the European Union. Each Party shall comply with such laws, customs and regulations and shall not export Products without first obtaining all required governmental authorizations or licenses. Notwithstanding anything to the contrary in these GTC or any Agreement, the Supplier shall in no event be obliged to deliver any Products or perform any of its obligations under these GTC or any Agreement until the required approvals relating to the export regulations abovementioned have been obtained. Each Party agrees to provide the other Party with such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. The Supplier shall be entitled to terminate the Agreement or part thereof, if the respective necessary approval(s) according to the applicable export regulations cannot be obtained within a reasonable time period.

### Article 4. Product Warranty and exclusions

1. Subject to the exclusions and limitations set out in **Article 4.3** of this Chapter II, the Supplier warrants that the Products shall be free of defects in functional Specifications (the **'Product Warranty'**). To certain Products an extended warranty applies as set out in **Article 7**.

2. The Product Warranty shall commence on the earliest of (i) the date of shipment of products, or (ii) date of delivery of the Products (as set out in **Article 1** of this Chapter II.) and end after expiration of a period of 2 (two) years (the **'Warranty Period'**).

3. The warranty as described in **Article 4.1** of this Chapter II. applies to defects that appear under the conditions of operation provided for by the Agreement and in particular does not apply in any of the following cases:

- a) Products that are sold as a prototype;
- b) Products that have been opened, altered or repaired by anyone other than the Supplier without the Supplier's prior Written consent, or of which the warranty seal has been broken;
- c) Products that have been damaged by circumstances beyond the reasonable control of the Supplier;
- d) Products that have been improperly used or maintained by the Customer;
- e) Products that have been subjected to conditions of use and/or maintenance not in conformity with the Supplier's instructions;
- f) Products that have been damaged by negligence or lack of caution of the Customer, by abuse, improper installation or application, or negligence in use, improper storage, transportation or handling, or Products which in any way have been tampered with;
- g) when an item is purchased by the Supplier as a component part of the Products, except to the extent to which such item or items are covered by the warranty of the original manufacturer, if any. However, no warranty of a component part shall extend beyond the warranty period as referred to in **Article 4.2** of this Chapter II.;
- h) when an item which is a component part of the Products has been furnished by the Customer to the Supplier;
- i) defects which only marginally reduce the value or the suitability of the Products. A marginal defect exists in particular if the defect can be removed without significant effort by the Customer itself;
- j) normal wear and tear of the Products;
- k) in the event of lifetime decrease of batteries, unless failure has occurred due to a defect in materials or workmanship. As with all batteries, the maximum capacity of the battery will decrease with time and use; this is not

- l) if Products with built-in connectivity services, are used in such way or geographical location that there is no supplier-supported network connection possible for more than 20% (twenty percent) of the time;
- m) in the event of changes in the specifications of a Product as a result of a (software) update or adjustment of less than 5% (five per cent);
- n) when a person performed installation and/or maintenance of the Products without appropriate electrical qualifications and/or without the license for battery installations required by his government and/or not being an ELEO certified installer; and
- o) when obligatory (software) updates or adjustments are not installed within the indicated time limit;

### Article 5. Warranty procedure and conditions

1. To obtain Warranty Services (as defined in **Article 5.4** of this Chapter II.), the Customer must strictly adhere to the procedure as set out in this **Article 5**. If the Customer fails to comply with the terms of this procedure the Product Warranty shall become null and void.

2. If a nonconformity to the Product Warranty is discovered during the Warranty Period, the Customer shall promptly (ultimately within 2 (two) working days after such discovery) notify the Supplier in writing of the alleged non-conformity (a **'Warranty Claim'**). Each Warranty Claim shall include:

- Proof of purchase;
- Name and contract information;
- Description of the Product(s);
- Description of the non-conformity; and
- Possible attempts made to resolve the problem.

The Warranty Claim shall be sent to the following email address: support@eleo.tech.

3. Supplier will not accept the return of any Product or parts unless it has given its prior written authorization to Customer in accordance with the RMA-Procedure set forth in **Article 6**. Customer shall properly package and label the Warranty Product to be returned to Supplier in the manner indicated by Supplier.

4. The Supplier shall, within a reasonable time, examine the Warranty Claim and inform Customer if Supplier accepts such Warranty Claim. The data that is registered by the Product is leading and will be used by Supplier for assessing the acceptance of the Warranty Claim.

5. If the Supplier accepts the Warranty Claim, the Supplier shall, as soon as reasonably possible, at Supplier's option either: i) have the defective Product or parts thereof returned for repair in accordance with the RMA-Procedure set forth in **Article 6** of this Chapter II.; (ii) replace the defective Products; (iii) replace the defective parts of the Product in order to enable Customer to carry out the necessary repairs at Supplier's expense and instructions; or (iv) credit the relevant portion of the Product related invoice accordingly.

6. Unless explicitly agreed upon in the Agreement, the Supplier shall not provide any warranty to the Customer with respect to any Warranty Services to be provided by the Supplier to the Customer other than that the Warranty Services shall be provided with professional skill and workmanship. Repair or replacement services performed by the Supplier after the acceptance of a Warranty Claim are referred to as **'Warranty Services'**.

7. Any replacement parts (**'Replacement Parts'**) delivered by the Supplier in connection with the performed Warranty Services shall be delivered, DAP, to the respective site in Europe, according to the Incoterms 2020, or any later version thereof. The warranty for Replacement Parts shall end twelve (12) months after the date of delivery, though shall never extend the original Warranty Period.

8. The performance of Warranty Services by the Supplier shall not extend or renew the original Warranty Period.

9. The Supplier's total warranty costs, charges and expenses with respect to the Warranty Services to be performed shall be limited to a maximum of that part of the Agreement Price (excluding VAT) which directly relates to the Products which have been subject to the Warranty Services the Agreement Price. Any surplus shall be borne by the Customer.

10. In case of a Warranty Claim relating to a non-conformity of capacity retention, the Supplier's total warranty costs, charges and expenses with respect to the Warranty Services to be performed shall be limited to a maximum of that part of the Agreement Price which directly relates to the Products that are subject to capacity retention provided that this amount shall decrease pro-rate over the years according to the linear depreciation method. Any surplus shall be borne by the Customer.

11. The Supplier shall only bear (i) the costs of any Replacement Parts, (ii) the transportation costs thereof to Customer in accordance with **Article 5.7** of this Chapter II., and (iii) all direct labor costs in accordance with the Warranty Services under an accepted Warranty Claim. All other costs, expenses and charges in connection with the Warranty Services and the non-conforming Products, such as but not limited to costs, expenses and charges related to (de-)installation, decontamination, re-installation and transportation of nonconforming Products or parts thereof to the Supplier and back to the Customer, removal and replacement, temporary power, travelling and lodging expenses from the Supplier's employees and/or sub-contractors and legal and remedial costs shall be for the Customer's risk and expense, unless the Supplier and the Customer have agreed upon otherwise in writing.

12. The costs in connection with an unaccepted and unjustified Warranty Claim shall be borne entirely by the Customer, and will be invoiced as follows:

- EUR 50,- (fifty euro's) per hour for service employees;
- EUR 70,- (seventy euro's) per hour for general engineers;
- Travel expenses: EUR 0,79 (seventy nine cents) per kilometer.

13. If the Customer transfers the ownership of the Products and Supplier approves in writing with the transfer of the related rights and obligations of Customer under the Product Warranty to an end-user, Customer shall pass on to its end-user in full the terms and conditions of the Product Warranty, including the exclusions and limitations. In the event that the Customer extends or otherwise represents to an end user that the warranties are more extensive or encompassing than those set forth herein, the Customer shall indemnify the Supplier for any warranty claims made by an end user based on the Customer's representations.

#### Article 6. RMA-PROCEDURE

1. If, pursuant to **Article 5** of this Chapter II., the Supplier has informed the Customer that i) it accepts a Warranty Claim; and the defective Product or parts thereof have to be returned to the Supplier, the Customer shall comply with the following Return Materials Authorization ('**RMA-Procedure**'), Products or parts thereof (to be) returned under the RMA-Procedure are hereinafter referred to as the '**RMA Warranty Product**':

1.1 following Customer's notification, Supplier shall provide a RMA number to be used by Customer as identification for the Warranty Product to be returned to Supplier;

1.2 Customer shall ensure that a RMA Warranty Product is properly packaged and labelled with the RMA number by using the re-usable package provided by the Supplier at delivery or other adequate packaging and promptly shipped to the Supplier with documentary evidence which sets forth with reasonable specificity the nature of the alleged non-conformity of the RMA Warranty Product;

1.3 as soon as the Warranty Product and the RMA report (which describes the non-conformity) are received by the Supplier, the RMA Warranty Product will be examined by the Supplier. At the sole discretion of the Supplier, the outcome of such examination may fall into the following categories:

- i) if the Warranty Claim is not accepted, the respective Warranty Product or parts will be returned to the Customer at the Customer's expense;
- ii) if the Warranty Claim is accepted by the Supplier, Supplier shall, as soon as reasonably possible and subject to the provisions set forth in **Article 5**, at Supplier's option either: a) repair or replace the defective Warranty Product or parts at its own expense and the replacement Warranty Product or Replacement Parts shall be forwarded as part of one of the next shipments as soon as is practically possible; or b) credit the relevant portion of the Warranty Product related invoice accordingly.

2. The Warranty Product or parts thereof returned to Supplier in accordance with the RMA-Procedure shall remain the property of the Customer until any examination has been completed.

#### Article 7. Extended Warranty for Products

In addition to the warranty (conditions) as laid down in **Articles 4, 5 and 6** of this Chapter II. an extended warranty (the '**Extended Warranty**') may apply to certain Products. If an Extended Warranty applies the Parties shall agree upon the conditions of such Extended Warranty separately. The provisions as laid down in **Articles 4, 5, 6, 7 and 8** of this Chapter II. shall apply mutatis mutandis to such Extended Warranty. In case of any contradictions between this Extended Warranty and the GTC, the provisions of the Extended Warranty shall prevail.

#### Article 8. Disclaimer

1. The warranty (conditions) laid down in **Articles 4, 5, 6** of this Chapter II. are in lieu of all other warranties, legal, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose or against infringement, all of which are hereby expressly disclaimed. The Customer acknowledges that the remedies provided herein are exclusive and in lieu of all other warranties. The Customer assumes full responsibility for the use and application of the Products and accepts the Supplier's design and material selection. The Supplier cannot assure that the desired objectives are achieved by means of the use of the Products and that the Products are fit for (mass) production.

2. For the avoidance of doubts, the Supplier's total liability due to an attributable failure in the performance of a warranty obligation in these GTC, shall be limited to the provisions as set out in **Article 9** of Chapter I.

#### Article 9. Retention of title

1. The Supplier retains ownership of the delivered Products, including designs, sketches, drawings, films, (electronic) files, and so forth, until the date on which the Customer has completely fulfilled its payment obligations under the Agreement. However, if and to the extent that this would be in favour of the Supplier, shall be deviated from the previous regime pursuant to article 10:128 paragraph 2 DCC, stating that the legal consequences of a retention of title intended for export shall be governed by the law of the state of destination, if under such law the property rights do not cease to have effect, until the Agreement Price is paid in full.

2. Until full payment of the Agreement Price, the Customer shall not be authorised to pass on the Product to third parties for their use, to hire them

out, pledge them, transfer title or otherwise to dispose of them or encumber them.

3. The Customer shall at its own expense insure the Products subject to retention of title and keep them adequately insured against all types of damages with an insurance company of financial repute, until the Customer has completely fulfilled its payment obligations. The Supplier shall be the beneficiary of any indemnity which might be paid by the insurance company. On the request of the Supplier the Customer shall make the respective insurance policy available for inspection as well as evidence of the payment of the insurance premiums.

4. If third parties seize Products subject to retention of title or wish to establish or assert a right to such Products, the Customer shall forthwith inform the Supplier thereof.

5. If the Supplier wishes to exercise its ownership rights under this **Article 9.**, the Customer shall give the Supplier, or third parties appointed by the Supplier, now for then, unconditional and irrevocable permission to access all of the locations where the Products are located in order for the Supplier to take them back.

6. Demand for, or recovery of, Products or documents of title by the Supplier shall not of itself discharge the Customer's liability to pay the whole of the Agreement Price and take delivery of Products or the Supplier's right to sue for the whole of the Agreement Price. The Supplier shall however in such case be entitled to dispose of said Products or to terminate the Agreement without any liability towards the Customer.

7. The Customer shall inform the Supplier without delay regarding any obligation to register a retention of title in an official register or any other formal obligation necessary for the retention of title to be valid in the country where Products shall be delivered. The Customer shall at its own costs fully cooperate, assist and give all consents to the Supplier regarding any formal obligation necessary to achieve a valid retention of title.

8. If the laws of the country in which Products are located after delivery do not permit the Supplier to retain the title to said Products, but allow the retention of similar rights to the delivered Products, the Customer shall provide the Supplier with such other equivalent right and shall assist the Supplier in the fulfilment of any form requirements necessary for such purpose.

### CHAPTER III. SUPPLEMENTARY PROVISIONS GOVERNING THE EXECUTION OF SERVICES

*The provisions of this Chapter III. shall apply in addition to the provisions of chapter I. GENERAL PROVISIONS and if applicable, Chapter II. SUPPLEMENTARY PROVISIONS GOVERNING THE SUPPLY OF PRODUCTS if the Supplier (also) provides Services of whatever nature, whether or not set out in more detail in one of the other Chapters of these GTC.*

#### Article 1. Delivery of Services

1. The delivery term commences once the Supplier has received all information required for such delivery from the Customer and all other necessary conditions for performance of the Agreement have been fulfilled. If there are circumstances of which the Supplier was not aware at the time the delivery period was determined, such delivery period can be extended by the Supplier up to a maximum period equal to 2 (two) times the initial delivery period.

2. Unless otherwise agreed upon in Writing, the Supplier shall be entitled to deliver the Services in parts.

3. The Customer shall be obliged to provide the assistance and cooperation necessary and required by the Supplier in order for or on behalf of the Supplier to perform the delivery immediately, explicitly including the obligation to accept and take delivery of the Services purchased.

#### Article 2. Performance, warranty and liability

1. The Supplier shall perform its Services with care to the best of its ability and, if applicable, in accordance with the procedures as set out in the Agreement. All Services shall be performed on the basis of an obligation to use best endeavours, unless and insofar as the Supplier has expressly promised a result in the Agreement.

2. If the Agreement is entered into with a view to performance by one specific person, the Supplier shall always be entitled to replace this person with (a) person(s) who has the same and/or similar qualifications.

3. The Supplier is not obliged to follow the Customer's instructions in the performance of its Services, particularly not if these instructions change or add to the scope of the agreed Services. If such instructions are followed, however, payment shall be made in accordance with **Article 8** of Chapter I.

4. For the avoidance of doubts, the Supplier's total liability due to an attributable failure in the performance of a warranty obligation as set out in this **Article 2**, shall be limited to the provisions as set out in **Article 9** of Chapter I.