

General Terms and Conditions of Sale (GTCS)

§ 1 Scope and Exclusion

1.1 The following General Terms and Conditions of Sale (GTCS) apply to all deliveries, services, and offers from Proponent Battery Services GmbH (hereinafter referred to as the "Seller"). The GTCS are an integral part of all contracts that the Seller concludes with its contractual partners (hereinafter referred to as the "Customer") for goods, deliveries, or services offered by the Seller. They also apply to all future deliveries, services, or offers from the Seller to the Customer without requiring further separate agreement.

1.2 The following General Terms and Conditions of Delivery (GTCD) apply exclusively. Terms and conditions set forth by the Customer or third parties are not recognized, even if the Seller does not expressly reject them individually. Any mention by the Seller of a document that includes or references the Customer's or a third party's terms does not imply agreement with those terms.

§ 2 Conclusion of Contract

2.1 All offers from the Seller are non-binding and without obligation unless explicitly designated as binding. Each offer from the Seller expires 30 days from the issuance date.

If an offer from the Seller contains obvious errors (e.g., typing or calculation mistakes) or is clearly incomplete, the Customer must inform the Seller before confirming the order so that the necessary corrections or additions can be made. Errors or omissions in any related documents also constitute an error or incompleteness in the offer. If the Customer fails to provide such notice, the contract is not concluded.

The contract is only formed when the Seller explicitly accepts the order or assignment within 14 days of receipt. A mere acknowledgment of receipt from the Seller does not constitute acceptance.

2.2 All legally binding statements and notifications from the Customer to the Seller, especially deadlines, reminders, defect notices, declarations of withdrawal, or price reduction, must be made in writing to be valid, as specified in the section below.

2.4. If an order confirmation from the Customer or an acceptance declaration from the Seller is missing, the contract will be established based on the terms of the Seller's offer, including these General Terms of Delivery, if the Customer unconditionally accepts the Seller's deliveries or services.

2.3 Only the written contract, including these General Terms of Delivery, shall be decisive for the legal relations between the Seller and the Customer. Any oral promises or agreements between the parties are entirely superseded by the written contract, unless they explicitly indicate their continued validity.

2.4 Any additions or modifications to the contract, including these General Terms and Conditions of Sale (GTCS), require a written form to be effective. Only the Seller's managing directors or persons expressly authorized for this purpose may enter into differing oral agreements. The written form requirement is satisfied if a signed declaration is transmitted via telecommunications, particularly by fax or email.

2.5 The Seller retains ownership and all rights, including any exploitation rights, to all offers, quotations, drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and materials, as well as all information, experiences, and know-how provided to the Customer. The Customer may not use, reproduce, or disclose these items to third parties without the Seller's express consent, nor may the Customer make the contents accessible or known to third parties. Upon the Seller's request, the Customer must return these items in full and destroy any copies made, if they are no longer needed for regular business purposes or if negotiations do not lead to the conclusion of a contract. This does not apply to the storage of electronically provided data for the purpose of standard or legally required data backup.

2.6 Upon the Seller's request, the Customer shall provide all necessary information required for compliance with legal requirements and assist the Seller in ensuring compliance (e.g., regarding the EU Movement Certificate, CE marking, RoHS, REACH, etc.). If the Seller is to deliver abroad, the Customer is responsible for ensuring compliance with export and/or import conditions and restrictions. The Customer shall provide the Seller with all necessary information and, in the event of non-compliance with such conditions and restrictions by the Customer, indemnify the Seller from any governmental sanctions, third-party claims, and other damages.

§ 3 Payment Terms

3.1 The prices are based on the scope of services and deliveries specified in the contract documents. Additional or special services beyond this will be charged separately. The prices are stated in euros, ex-works, excluding packaging costs and statutory VAT. In the case of export deliveries, the Customer shall also bear any customs duties, as well as other fees and public charges if applicable.

3.2 The prices indicated in the Seller's offers are based on the cost calculations at the time the offer was made. If the delivery is to take place more than four months after the contract has been concluded, the Seller is entitled to adjust the price reasonably, provided that the costs of production (especially labor and material costs) on which the Seller's price calculation is based have significantly increased. A change in the cost of production, as defined in the previous sentence, includes, in particular, increases in wages or prices of supplied goods or materials without fault on the part of the Seller, increases in tariffs or other import duties, or significant changes in exchange rates unfavorable to the Seller compared to the conditions at the time of contract conclusion. The price adjustment will be reasonable in relation to the cost increases that have occurred in the meantime.

The Seller will disclose the reasons for the price adjustment upon the Customer's request. If the price adjustment results in an increase of more than 20%, the Customer may request in writing that the Seller limit the price increase to 20%. If the Seller does not comply with this request within two weeks, the Customer is entitled to withdraw from the contract. The Customer has no further rights due to the price adjustment. The withdrawal must be made promptly after the expiration of the deadline.

3.3 The Seller's payment claims are generally due upon the conclusion of the contract and must be fulfilled even if the performance has not been completed in full. If no prepayment or other payment terms have been agreed, payments to the Seller must be made within 30 days of the invoice date without any deductions, to the Seller's account. If this payment period is exceeded, the Customer will be in default without the need for a reminder. Any objections to invoices must be raised by the Customer no later than 14 days after receipt of the invoice; otherwise,

the respective invoice will be deemed approved. The Seller is entitled to make its services contingent upon payment in advance at any time and without providing reasons.

Payment by cheque is excluded unless specifically agreed upon in an individual case. If the Customer pays immediately, the outstanding amounts will accrue interest at a rate of 5% per annum from the due date. For default, clause 3.5 applies.

3.4 The offsetting of counterclaims by the Customer or the withholding of payments due to such claims is only permitted if the counterclaims are undisputed, legally established, or arise from the same order under which the relevant delivery was made.

3.5 If the Customer defaults on payment, the Seller is entitled to charge default interest at the statutory rate (currently 9 percentage points above the base rate) and to invoice the Customer for reminder costs. The Seller reserves the right to claim any additional damages arising from the delay. Furthermore, the Seller is entitled to make any outstanding deliveries or services—also from other orders—only against prepayment or the provision of security. The same applies if, after the conclusion of the contract, circumstances arise that are likely to significantly reduce the Customer's creditworthiness, thereby endangering the Customer's ability to fulfill the Seller's outstanding claims from the respective contract (including other individual orders covered by the same framework agreement). In such cases, the Seller may set a reasonable deadline for the Customer to make payment or provide security for payment, either in advance or in exchange for the Seller's performance, at the Seller's discretion. If the deadline expires without result, the Seller may withdraw from the contract. In contracts for the manufacture of custom goods (non-fungible items), the Seller may withdraw from the contract without setting a prior deadline. The statutory provisions on the dispensability of setting a deadline, as outlined above in section 3.3 and § 321 of the German Civil Code (BGB), remain unaffected.

§ 4 Delivery

4.1 Deliveries are made in accordance with EXW (Incoterms 2020) at the Seller's location.

4.2 If possible, the Customer will provide the Seller with forecasts to help the Seller be ready for any future orders.

4.3 Deliveries in accordance with EXW (Incoterms 2020) are considered fulfilled once the goods are made available for pickup by the customer. If the customer has the goods loaded onto their transport vehicles by the Seller's employees, these employees will be regarded as agents of the customer. The Seller may charge the customer for the associated costs.

4.4 The delivery and performance deadlines and dates suggested by the Seller are only approximate, unless a fixed deadline or date has been specifically promised or agreed upon. If shipment has been arranged, delivery deadlines and dates refer to the moment the goods are handed over to the shipper, carrier, or any third party assigned with the transport.

4.5 If there is a failure or delay in the Seller's self-supply, the Seller will not be considered in default toward the Customer if the failure or delay is not the Seller's fault, especially if the Seller has entered into a covering

transaction for the order and their supplier fails to deliver or delivers late. If it becomes clear that self-supply of the ordered goods will not take place for reasons not caused by the Seller, the Seller will immediately notify the Customer of this situation. In such a case, both parties are entitled to rescind the contract. The Seller will promptly reimburse any payments already made by the Customer. Any applicable statutory withdrawal rights remain unaffected.

4.6 Unless otherwise agreed, any delivery deadline will only begin once all documents required for order processing have been received and all technical and commercial questions related to the order have been resolved between the parties. Specifically, the delivery period will not start until necessary government certificates or approvals have been provided, an agreed or contractually required advance payment has been made, or other required actions on the part of the customer have been completed. Additionally, the Seller may – without waiving its rights due to the customer's delay – request an extension of delivery and performance deadlines or a postponement of delivery and performance dates for the time period during which the customer fails to meet its contractual obligations to the Seller.

4.7 The Seller is not liable for delivery failures or delays caused by force majeure or unforeseeable events at the time of contract signing (e.g., operational disruptions, material or energy shortages, transport delays, strikes, lawful lockouts, labor or raw material shortages, delays in obtaining necessary permits, government actions, or supplier failures) that are beyond the Seller's control. If such events make delivery significantly more difficult or impossible and are not temporary, the Seller may withdraw from the contract. For temporary hindrances, delivery deadlines will be extended, or delivery dates postponed, by the duration of the hindrance plus a reasonable buffer period. If the delay renders the delivery unacceptable for the purchaser, they may withdraw from the contract by notifying the Seller in writing without delay after being informed of the extension. If the Customer is solely or largely responsible for the Seller's inability to perform, the Customer must still fulfill their payment obligations.

4.8 The Seller is allowed to deliver in parts if

- (a) the partial delivery can be used by the Customer for the intended purpose,
- (b) the rest of the ordered goods will still be delivered, and
- (c) this does not cause significant extra work or costs for the Customer, or the Seller agrees to cover those costs.

4.9 If the Seller delays a delivery or performance or if delivery or performance becomes impossible for any reason, the Seller's liability for damages is restricted as specified in § 10 of these General Terms and Conditions. The liability exclusion under Clause 4.7 remains unaffected.

4.10 These General Terms and Conditions do not affect cases in which the Customer is required by law to grant the Seller a reasonable grace period. As a rule, such a grace period must be at least half of the original delivery deadline and no fewer than 20 working days; in cases of imminent danger, it must be no fewer than 10 working days.

§ 5 Acceptance Default

5.1 During a period of default in acceptance (including delayed call-offs) by the Customer, the Seller is entitled, without prejudice to any other rights, to store the goods at the Customer's expense. This also applies if the Seller is

entitled to withhold delivery under Clause 3.5 or for any other reasons, or if dispatch or collection is postponed at the Customer's request. The Seller may engage a freight forwarder for storage purposes. If storage is carried out by the Seller, the costs will amount to 0.25% of the invoice amount of the goods stored per full week. The Seller reserves the right to claim or prove different storage costs. The Seller may also claim reimbursement for additional necessary storage expenses, such as insurance premiums, based on actual costs incurred. Other statutory rights of the Seller remain unaffected.

5.2 If the Customer delays acceptance, the Seller can set a reasonable deadline for acceptance (or collection) and withdraw from the contract if the deadline passes without action. The Seller may then claim compensation for non-fulfillment.

Normally, the Seller is entitled to a flat fee of 25% of the price for the unaccepted goods unless the Customer can prove that no or less damage occurred.

5.3 If the Seller cannot perform or performance becomes impossible while the Customer is in default of acceptance, the Customer must still make the agreed payment.

§ 6 Fulfillment

6.1 The place of fulfillment for all obligations under the contractual relationship is Mörfelden-Walldorf (Germany), unless otherwise agreed.

6.2 The packaging of the goods and, if applicable, the choice of shipping method are subject to the Seller's reasonable discretion. Unless otherwise agreed, the Seller is not obligated to take back transport or other packaging materials. The Customer shall bear the costs of disposing of the packaging.

6.3 The risk passes to the Customer when the goods are handed over to the freight forwarder, carrier, or any third party responsible for shipping. The start of loading is the key point. This applies even in the case of partial deliveries or if the Seller is also responsible for other services (e.g., shipping or installation). If the shipment or handover is delayed due to an issue caused by the Customer, the risk passes to the Customer once the goods are ready for shipment, and the Seller has informed the Customer.

6.4 The Seller will only provide insurance for the shipment against theft, breakage, transport, fire, water damage, or other insurable risks if the Customer specifically requests it and covers the cost.

6.5 If the contract requires formal acceptance, the Customer may reject such acceptance only on the grounds of a defect that either prevents the use of the delivered item entirely or substantially impairs it. The delivered item will be deemed accepted if:

(a) the delivery and, if required, the installation by the Seller have been completed,

(b) the Seller has informed the Customer accordingly, referencing the acceptance fiction stipulated herein, and

requested acceptance,

(c) 12 business days have passed since delivery or installation, or the Customer has started using the item and 5 business days have passed since delivery or installation, and

(d) the Customer has not declared acceptance within this period, unless this failure is due to a defect reported to the Seller that prevents or significantly impairs the use of the item.

§ 7 Condition of the Goods

7.1 Unless otherwise stated in § 7.2 below, the purchased goods shall be considered free of defects if they comply with the agreed-upon specifications regarding their condition. The agreement on the condition of the goods includes all product descriptions and manufacturer specifications that form part of the contract or were publicly disclosed by the Seller (especially in catalogs or on the website) at the time the contract was finalized.

7.2 Unless the precise specifications are necessary for the intended contractual purpose, information regarding the delivery or service item (such as weight, size, performance, capacity, tolerances, technical data, etc.) and its representations (such as drawings and images) are to be considered approximate. These are not guaranteed features of quality but rather serve as descriptions or identifications of the goods or services. Permissible deviations include standard commercial variations, those required by law, or those that improve technology, as well as the replacement of components with equivalent parts, provided these changes do not adversely affect the item's contractual usability.

7.3 Statements regarding RoHS compliance, adherence to the REACH Regulation, the absence of conflict minerals in the sold items, and other product requirements are based on the information provided by the respective manufacturer. No guarantee is made as to the accuracy or completeness of this information. Any liability for inaccuracies or omissions in these statements is subject to Clause 10 of these General Terms and Conditions.

§ 8 Warranty, Defects in Goods

8.1 Claims under warranty for defects are subject to a one-year limitation period from the date of delivery or, where acceptance is required, from the date of acceptance. This does not apply to claims for damages by the customer based on injury to life, body, or health, or on intentional or grossly negligent breaches of duty by the Seller or its assistants, which shall remain governed by statutory limitation periods.

8.2 The customer is obligated to inspect the delivered goods immediately upon delivery to them or a designated third party, conducting the inspection carefully. With regard to visible defects or defects that could have been identified through such prompt and careful inspection, the goods are considered accepted unless the Seller is notified in writing within seven business days of delivery. For other defects, the goods are considered accepted unless the Seller is notified in writing within seven business days of the defect becoming apparent. If the defect could reasonably have been noticed earlier during normal usage, this earlier time is decisive for starting the



complaint period. A fax or email is sufficient to satisfy the written form requirement. The Seller has no duty to provide updates of any kind.

If requested by the Seller, the complained-about goods must be returned freight-free. If the complaint is valid, the Seller will refund the cost of the most economical shipping method. However, this does not apply if the shipping costs are higher because the goods are at a location other than the intended place of use.

8.3 In the case of material defects in the delivered items, the Seller has the right, within a reasonable period and at their discretion, to perform up to two repair attempts or provide a replacement. If repair or replacement is unsuccessful—whether due to impossibility, undue hardship, refusal by the Seller, or unreasonable delay—the Customer may cancel the contract or demand a reasonable price reduction.

The Customer must notify the Seller of their decision to withdraw from the contract within 10 working days of meeting the conditions for withdrawal. Failure to do so will limit their remedies to a price reduction and damages, as outlined in these Terms and Conditions.

8.4 If the defect results from the Seller's fault, the Customer is entitled to claim compensation, subject to the provisions outlined in Section 10.

8.5 If defects appear in components that the seller is unable to fix due to legal constraints, such as licensing issues, or due to practical limitations, the seller has the option to either assert their warranty claims against the manufacturer or suppliers on behalf of the Customer or assign these claims to the Customer. Warranty claims against the seller are only applicable under the conditions outlined in these Terms and Conditions if attempts to legally enforce claims against the manufacturer or suppliers have failed or are clearly unfeasible, such as in cases of insolvency. The limitation period for the Customer's warranty claims against the seller is suspended while legal proceedings are ongoing.

8.6 The warranty is void if the delivered item is used improperly or if the customer makes changes to the item without the seller's consent or allows a third party to do so, and such changes make it impossible or unreasonably difficult to remedy the defect. If changes result in additional costs for defect rectification, the customer shall bear these costs.

§ 9 Intellectual Property Rights

9.1 The seller ensures under this § 9 that the delivered goods are free from third-party industrial property rights or copyrights at the seller's place of business. Each party shall immediately notify the other in writing, by email, or by fax if claims are made against them by a third party for infringement of such rights.

9.2 If the delivered goods infringe a third-party industrial property right or copyright, the seller, at their discretion and at their cost, will either grant the customer a license to use the goods or modify or replace the goods in such a way that the infringement is resolved, while maintaining the goods' contractual functionality. If the seller fails to do so within a reasonable timeframe, the customer may withdraw from the contract or reduce the purchase price

accordingly. Any damage claims by the customer are subject to the limitations specified in § 10 of these Terms and Conditions.

9.3 In cases of legal violations by products supplied by the seller, the seller will, at their discretion, either enforce any existing claims against the manufacturer or suppliers on behalf of the customer or assign such claims to the customer. Claims against the seller under these circumstances will only be valid as per this § 9 if the legal enforcement of claims against the manufacturer or suppliers has failed or is, for instance, impossible due to insolvency.

§ 10 Liability for Damages

10.1 The seller's liability for damages, regardless of the legal basis, including impossibility, delay, defective or incorrect delivery, breach of contract, failure to perform contractual obligations during negotiations, and tort, is limited as set forth in this section 10, depending on fault.

10.2 The seller is not liable for simple negligence on the part of its directors, statutory representatives, employees, or other agents, unless the breach relates to essential contractual obligations. Essential contractual obligations include timely delivery, installation if applicable, ensuring the goods are free from legal defects, and addressing material defects that significantly impact the functionality or usability of the goods. It also includes advisory, protective, and custodial obligations meant to ensure the customer can use the goods according to the contract or to protect the customer's personnel or property from significant harm.

10.3 Where the seller is liable for damages under § 10.2, this liability is limited to damages that the seller could have reasonably foreseen at the time of the contract's conclusion or that should have been foreseeable with customary care. Indirect and consequential damages due to defects in the goods are only compensable if they are typically expected with the goods' proper use.

10.4 In the case of liability for simple negligence, the seller's liability for property damage and any resulting economic loss is limited to EUR 10,000 per incident, even in the event of a breach of essential contractual obligations.

10.5 The above exclusions and limitations of liability apply equally to the seller's directors, statutory representatives, employees, and other agents.

10.6 If the seller provides technical information or advice outside the agreed contractual scope and not separately compensated, it is given free of charge and without any liability.

10.7 The restrictions in this § 10 do not apply to the seller's liability in cases of intentional misconduct, for warranted qualities of the goods, for violations of life, body, or health, or in accordance with the Product Liability Act.

§ 11 Retention of Title

11.1 The retention of title outlined below is intended to secure all current and future claims of the seller against the Customer arising from their delivery relationship, including all balance claims under a current account.

11.2 The goods supplied by the Seller shall remain the property of the Seller until all secured claims have been paid in full. The goods, as well as any goods replacing them in accordance with the following provisions, are referred to as "retained goods."

11.3 The Customer shall hold the retained goods for the Seller free of charge.

11.4 The Customer is permitted to process and sell the retained goods in the ordinary course of business until the occurrence of the realization event defined in § 11.10. However, pledging, transferring as collateral, and use in sale-and-lease-back transactions are prohibited.

11.5 If the Customer processes the retained goods, it is agreed that the processing shall be carried out in the name and for the account of the Seller, as the manufacturer. The Seller immediately acquires ownership or, in the case of processing involving materials from multiple owners or if the value of the processed item exceeds the value of the retained goods, co-ownership (fractional ownership) of the newly created item, proportional to the value of the retained goods. If the Seller does not acquire ownership, the Customer hereby transfers their future ownership or co-ownership to the Seller for security purposes, in proportion to the above. If the retained goods are combined or irreversibly mixed with other items and one of them is considered the main item, the Seller will transfer co-ownership of the combined item to the Customer, provided the main item belongs to the Seller, in the aforementioned proportion.

11.6 In the event of resale of the retained goods, the Customer hereby assigns the resulting claim against the Customer to the Seller as security—proportionally to the Seller's co-ownership in the retained goods. The same applies to other claims that replace the retained goods or arise in connection with them, such as insurance claims or claims from tort in case of loss or damage.

The Seller authorizes the Customer to collect the assigned claims in their own name, subject to revocation, which may only occur in the event of realization.

11.7 The Customer is obligated to maintain the retained goods carefully. In particular, the Customer must insure the retained goods against fire, water, and theft at the current replacement value, at their own expense. If maintenance or inspections are required for the proper care of the retained goods, the Customer must carry them out at their own expense in a timely manner, provided the associated costs are reasonable.

11.8 If third parties access the retained goods, particularly through seizure, the Customer must immediately notify the Seller of the Seller's ownership and inform the Seller to allow the enforcement of the Seller's property rights. If the third party is unable to reimburse the Seller for the costs incurred in this regard, the Customer will be liable for these costs.



11.9 The Seller shall release the retained goods or any goods or claims replacing them, to the extent that their value exceeds the secured claims by more than 50%. The Seller shall decide which items to release.

11.10 If the Seller rescinds the contract due to the Customer's breach, especially in case of payment default (realization event), the Seller may demand the return of the retained goods. The request for return is deemed to be the Seller's declaration of rescission. The Customer will bear the transport costs for the return. The Seller is entitled to sell the returned retained goods, and the proceeds will be offset—after deducting reasonable selling expenses—against the amounts owed by the Customer.

§ 12 Final Provisions

12.1 If the Customer is a merchant, a public law entity, or a special public law asset, or if the Customer has no general place of jurisdiction in Germany, the place of jurisdiction for any disputes arising from the business relationship between the Seller and the Customer, at the Seller's discretion, shall be either Mörfelden-Walldorf (Germany) or the Customer's registered office. However, in cases where claims are filed against the Seller, Mörfelden-Walldorf (Germany) shall be the exclusive place of jurisdiction. This provision does not affect mandatory legal regulations concerning exclusive places of jurisdiction.

12.2 The relationship between the Seller and the Customer shall be governed solely by the law of the Federal Republic of Germany, excluding the conflict of laws provisions of international private law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, shall not apply.

12.3 If there are gaps in the contract or these General Terms and Conditions, the parties agree to adopt those legally valid provisions that they would have agreed upon to fill the gap, based on the economic objectives of the contract and the purpose of these General Terms and Conditions.

12.4 If any provisions of the contract or these General Terms and Conditions are or become invalid, ineffective, or unenforceable, this shall not affect the validity of the rest of the contract. The parties undertake to replace any invalid, ineffective, or unenforceable provision with a provision that is as close as possible to the intended purpose of the original provision.

In the event of any inconsistency between the German and English versions of these terms and conditions, the German version shall prevail.