

TESVOLT AG ("TESVOLT") develops and manufactures high-quality lithium-ion-based energy storage solutions ("TESVOLT Energy Storage"). In addition, TESVOLT offers selected services in connection with TESVOLT energy storage systems, such as training, technical support services, project business services and other services. The following General Terms and Conditions apply to these services ("Services").

1. Scope of the General Terms and Conditions Service

1.1. These General Terms and Conditions (GTC Service) apply to contracts between TESVOLT and its Customers which have services as their object. Offers made by TESVOLT on the basis of these GTC Service are directed exclusively at entrepreneurs within the meaning of § 14 (1) of the German Civil Code (BGB) and commercial resellers, but not at consumers.

1.2. Contractual partner of the Customer:

TESVOLT AG
Am Heideberg 31
D-06886 Lutherstadt Wittenberg
Germany
Registered at Stendal Local Court
Commercial register no.: HRB 31785
VAT ID No.: DE296431494

1.3. These GTC Service are only superseded by individual written agreements between the Customer and TESVOLT. Deviating General Terms and Conditions of the Customer shall only apply if expressly confirmed in writing by TESVOLT.

2. Formation of the contract

2.1. To order or commission a service, TESVOLT provides the Customer with an indicative, non-binding offer. All offers made by TESVOLT - whether in writing, by e-mail, in the TESVOLT online portal, in brochures, advertisements, other advertising materials or in consultation meetings - serve solely to inform the Customer and do not constitute a legally binding offer by TESVOLT to conclude a contract.

2.2. By means of order or order documents or via the online portal, the Customer makes a binding offer to TESVOLT to conclude a contract for a service provided by TESVOLT.

2.3. TESVOLT confirms acceptance of the offer to the Customer with an order confirmation, by e-mail (text form is sufficient) or via the online portal. The contract is concluded upon receipt of the order confirmation by the Customer. A confirmation of receipt of the binding offer does not constitute acceptance, it only informs about the receipt of the order.

2.4. Insofar as drawings, diagrams, freely accessible training documents, technical calculations, financial calculations and/or forecasts, yield calculations and/or profitability calculations are offered or prepared by TESVOLT or on TESVOLT's Internet pages, these merely represent examples without binding force. TESVOLT accepts no liability for their correctness unless they are designated as binding by TESVOLT in individual cases. Furthermore, they do not constitute a basis for the conclusion of the contract.

3. Main obligations of TESVOLT

3.1. TESVOLT undertakes to provide the services specified in the order confirmation. The exact service contents and fees are specified in the order confirmation. Technical support services relate in each case to the TESVOLT Energy Storage Device named in the order confirmation.

3.2. TESVOLT reserves the right to make changes to the services offered insofar as they deviate only insignificantly from the intended purpose or are advantageous for the Customer, correspond to the state

of the art and do not result in additional costs for the Customer. TESVOLT is not entitled to reduce the ordered scope of services.

3.3. TESVOLT is entitled to have the contractual services provided in whole or in part by third parties. All amendments, supplements and terminations of the contract must be made at least in text form.

4. Deadlines and dates

4.1. Agreed deadlines and dates result from the order confirmation. Information on performance times is based on the respective current planning status and is non-binding, unless otherwise assured in writing or a deviating provision is made in this contract, e.g. in clause 10 of these GTC Service.

4.2. If a date guaranteed in writing is exceeded, the Customer must first grant TESVOLT a reasonable period of grace.

5. Obligations of the Customer

5.1. The Customer is obliged to pay the agreed fee for the Services.

5.2. The Customer shall support TESVOLT with regard to the provision of the Services. In particular, the Customer shall be obliged to create the prerequisites necessary for the provision of the respective Services at its own expense, such as ensuring an operational connection to the power grid of the general supply (grid connection) for the supply of electricity. In addition, the Customer shall ensure access to the TESVOLT energy storage facilities and provide any necessary documents, data and information required by TESVOLT for the Services in good time.

5.3. In the event that the Customer's contact details, including the Customer's e-mail address, known to TESVOLT change or become invalid, the Customer is obliged to notify TESVOLT of this and to provide its new contact details and, if applicable, a new e-mail address for communication with TESVOLT.

6. Services and works

6.1. TESVOLT's Services are generally service contracts for which TESVOLT does not owe a concrete performance result.

6.2. Insofar as the provision of the respective Services is a work performance, i.e. TESVOLT exceptionally owes a concrete success, the following paragraphs shall apply:

6.3. The Customer is obliged to accept the Services of TESVOLT. Acceptance may not be refused on the grounds of insignificant errors and/or defects. Insofar as acceptance is excluded due to the nature of the work, completion of the work shall take the place of acceptance.

6.4. If the Customer refuses acceptance or if acceptance is delayed through no fault of TESVOLT, acceptance shall be deemed to have taken place provided that the prerequisites of § 640 (2) of the German Civil Code (BGB) exist or the Customer uses, has used or can or could use the Services in the manner intended.

6.5. In the event of rectification of the defect, TESVOLT shall bear the transport, travel, labour and material costs.

6.6. The warranty period for the assertion of claims for defects is 12 months, unless the German Product Liability Act (ProdHaftG) or other laws prescribe longer periods. The period begins with the acceptance of the respective Services.

7. Default of acceptance and lack of cooperation by the client

If the Customer is in default of acceptance, cancels agreed dates at short notice (less than two weeks before the respective date), provides false or incomplete information within the framework of the ordering and coordination process or violates other duties to cooperate, TESVOLT shall be entitled to suspend the Services owed until the end of the default or the performance of the act of cooperation and to demand reasonable compensation in accordance with § 642 BGB. Further claims or rights remain reserved.

8. Billing and payment terms

8.1. The fee agreed for the Services results from the order confirmation. It shall be charged plus the statutory value-added tax applicable at the time.

8.2. Unless advance payment is required for a Service via the online portal, the full invoice amount shall be paid to TESVOLT within 14 calendar days of receipt of the invoice.

8.3. Payment by the Customer shall be made by bank transfer or, depending on availability, via the payment processor PAYONE by credit card, immediate transfer or SEPA direct debit. TESVOLT reserves the right to expand or restrict the range of payment methods (also for individual services) at any time.

8.4. If the Customer is in arrears with the payment of an invoice amount, interest on arrears shall be paid in the amount provided for by law. We reserve the right to claim further damages.

8.5. The Customer may only offset claims of TESVOLT with undisputed or legally established counter-claims. This does not apply to claims of the Customer against TESVOLT due to complete or partial non-fulfilment or defective fulfilment of an obligation.

8.6. The Customer is only entitled to assign or transfer claims arising from this contract with the prior written consent of TESVOLT.

9. Technical support services for TESVOLT energy storage systems

9.1. Technical support services - outside of warranty or guarantee claims of the Customer - such as commissioning support or system evaluations can be provided remotely ("remote") or on-site ("on-site"), depending on the type of service. The service contents and fees result from the respective order confirmation.

9.2. For the services, the Customer shall provide TESVOLT with all information, data and documents regarding the operational conditions and situations (e.g. faults). In the case of on-site services, the Customer shall grant access to the TESVOLT energy storage unit(s) to the extent required and ensure the necessary grid connection, electricity and, if applicable, water supply.

9.3. In the event of services provision via remote access, the Customer shall ensure remote access by maintaining a suitable internet connection and access options to the affected infrastructure during the support Services.

9.4. Should the performance of the services lead to a plannable unavailability of the TESVOLT energy storage device(s), TESVOLT will inform the Customer of this in advance.

10. Certification training via the TESVOLT Academy

10.1. Insofar as TESVOLT offers paid certification training through the TESVOLT Academy, the following paragraphs shall apply.

10.2. TESVOLT offers hybrid training courses in which the Customer can participate live on site or via live stream. The Customer is invoiced after the training has taken place.

10.3. TESVOLT reserves the right to replace announced trainers with others and to make necessary changes to the training while maintaining the overall character of the event.

10.4. If it is not possible to hold an event due to force majeure, due to the unforeseeable prevention of a trainer or due to disruptions at the venue, the Customer will be informed immediately. Cancellations are regularly made at least 7 calendar days before the event.

10.5. If a participant nominated by the Customer is prevented from participating, the Customer is entitled to nominate a substitute participant. The nomination of the substitute participant must be made by e-mail, stating the name of the substitute participant. TESVOLT shall confirm the change of participant by e-mail.

10.6. In addition to hybrid training, TESVOLT offers e-learning training.

10.7. The Customer can book all training courses via the TESVOLT online portal.

11. Other services

In the case of all other services (e.g. planning services, demand analyses, concepts relating to TESVOLT energy storage systems), TESVOLT does not owe any technical or commercial success in each case, unless otherwise expressly agreed.

12. Termination of the contract

12.1. Both parties may terminate the contract for good cause in accordance with the statutory provisions. TESVOLT shall in particular be entitled to terminate the contract if the Customer fails to perform an act incumbent upon him, in particular the contractually agreed creation of the necessary prerequisites for the provision of the Services in accordance with clause 5 and 7 and fails to do so despite a reminder and a reasonable period of grace and TESVOLT is thus unable to provide the agreed Services.

12.2. The termination must be declared at least in text form to the respective contractual partner. The legal consequences are governed by the statutory regulations.

12.3. The assertion of further claims remains unaffected in the event of extraordinary termination.

13. Rights of use of the Customer

13.1. A written result of a service, e.g. training documents, analyses, studies, etc., is a work protected by copyright. The Customer acknowledges the authorship or the right of use of TESVOLT in the work.

13.2. TESVOLT grants the Customer the right to use the work for his own, company-related use. This includes the right to save the work or to show it in a presentation with the designation of the work chosen by TESVOLT, stating the copyright designation.

13.3. The Customer is only entitled to reproduce the work within the scope of the contractual use. Unless otherwise agreed, the client is prohibited from passing on the work - in whole or in part - to third parties, whether free of charge or in return for payment.

13.4. The Customer warrants and represents that no use of the result of the Services beyond the scope of this Agreement will take place. In particular, the Customer shall ensure that its employees are fully informed about the limits of use and shall take all necessary measures to exclude any use beyond this.

13.5. The Customer assures TESVOLT of an appropriate contractual penalty for each case of infringement in the event of unauthorised use by third parties. This shall amount to at least four times the remuneration. Further claims for damages and the right to terminate this contract without notice shall remain unaffected. The contractual penalty shall be offset against the amount of any claims for damages asserted.

14. Liability of TESVOLT for chargeable services

14.1. TESVOLT shall be liable without limitation for intent and gross negligence.

14.2. TESVOLT shall only be liable for ordinary negligence - except in the case of injury to life, limb or health of a person - if significant contractual obligations are breached, i.e. such obligations which arise from the nature of the contract and the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer may regularly rely (cardinal obligations). In this case, liability is limited to the damage that TESVOLT foresaw as a possible consequence of the breach of contract when concluding the contract or should have foreseen taking into account the circumstances that TESVOLT knew or should have known.

14.3. Liability for indirect and unforeseeable damage, loss of use, loss of profit, loss of savings and financial loss due to claims by third parties is excluded in the case of simple negligence - except in the case of injury to life, limb or health of a human being and the breach of significant contractual obligations (cardinal obligations).

14.4. The aforementioned limitations or exclusions of liability shall not apply to liability without fault prescribed by law (e.g. under the German Product Liability Act) or liability under a guarantee without fault.

14.5. Insofar as the liability according to clauses 14.2 and 14.3 is excluded or limited, this shall also apply to the personal liability of the employees, representatives, organs and vicarious agents, in particular the service partners of TESVOLT.

14.6. TESVOLT shall not be liable for damage caused by force majeure events.

15. Liability of TESVOLT for free services

15.1. TESVOLT is not liable for the correctness, completeness and up-to-dateness of the services provided free of charge.

15.2. TESVOLT does not warrant these free services, nor does it guarantee the accuracy, completeness, timeliness or deliverability of the result of any such service.

15.3. Such services only represent purely informational, non-compulsory services, to the fulfilment of which the Customer has neither a claim nor can derive any rights from this in the event of a defect. TESVOLT does not guarantee the permanent and error-free functioning of these services.

15.4. TESVOLT does not guarantee that services initially offered free of charge will remain free of charge permanently.

16. Data protection

16.1. The personal data collected by TESVOLT in the course of the preparation of the offer, the order and the performance of the service will be stored and processed automatically by TESVOLT. They are processed and used exclusively within the scope of the purpose of this contractual relationship (e.g. for invoicing and Customer support) in compliance with the applicable data protection provisions of the EU General Data Protection Regulation (GDPR).

16.2. TESVOLT's privacy policy can be viewed at <https://www.tesvolt.com/en/privacy.html>.

17. Applicable law and place of jurisdiction

17.1. German law shall apply exclusively to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods.

17.2. The exclusive place of jurisdiction for all disputes arising from or in connection with contractual relationships between the Customer and TESVOLT is the registered office of TESVOLT. However, TESVOLT is also entitled to sue the Customer at the Customer's place of business.

17.3. The invalidity of individual provisions shall not affect the validity of the remaining provisions.