

General Terms and Conditions of Alpiq Digital Austria GmbH

1 Applicability

These General Terms and Conditions (the "**GTC**") govern the contractual relationship between the customer (the "**Customer**") and Alpiq Digital Austria GmbH, Thomas-Klestil-Platz 13, 1030 Vienna, Austria ("**Alpiq**") (Customer and Alpiq together the "**Parties**") with respect to the delivery of products such as charging stations, photovoltaic products (PV's), storage products, gateways or other edge devices ("**Products**") and the provision of services ("**Services**") by Alpiq to the Customer. Any general terms and conditions of the Customer shall hereby be excluded.

2 Conclusion of Agreements

Offers by Alpiq shall be valid for a duration of thirty (30) days unless otherwise set out in the offer.

An agreement regarding products and/or services (the "**Agreement**") shall be concluded between the Customer and Alpiq by way of (i) the Customer accepting an Alpiq offer (an "**Offer**") or (ii) Alpiq and the Customer entering into a written individual agreement (an "**Individual Agreement**"). An Individual Agreement may also be entered into via an online transaction with Alpiq's confirmation of an order received from the Customer. These GTC shall form an integral part of any Agreement.

3 Products

3.1 Sale and delivery of Products

The Customer purchases from Alpiq the Products set out in the Offer or Individual Agreement (the "**Ordered Products**") and Alpiq shall deliver to the Customer such Ordered Products.

Any products acquired by the Customer from a third party ("**Third-Party Products**") that are subject to installation Services provided by Alpiq shall not be deemed Ordered Products and any terms of these GTC relating to Ordered Products shall not apply to such Third-Party Products.

3.2 Passing of risk

The passing of risk (*Gefahrenübergang*) to the Customer shall occur upon shipment of the Ordered Product to the Customer or, if installation Services related to the Ordered Products are provided by Alpiq, upon their completion.

3.3 Reservation of title

The title to the Ordered Products shall only pass from Alpiq to the Customer upon the full and final payment of the amounts set out in the Offer or Individual Agreement (the "**Price**"). Alpiq retains the right to register a reservation of title (*Eigentumsvorbehalt*) with the appropriate authorities and courts at any time prior to the full and final payment of the Price owed for the Ordered Products.

3.4 Software included in Ordered Products

Any software included in Ordered Products shall be subject to separate terms of use provided by Alpiq or third-party providers, as applicable, which the Customer may have to accept electronically when first using the Ordered Products. These GTC shall not apply to any such software.

4 Services

4.1 Provision of Services

Alpiq shall provide to the Customer the Services explicitly set out in the Offer or Individual Agreement. Any further services shall be excluded.

4.2 Place of performance

Unless otherwise agreed between the Parties, the place designated as such in the Offer or Individual Agreement shall be the place of performance. If no place of performance is set out in the Offer or Individual Agreement, then (i) with respect to installation, maintenance and other Services that are provided at the Customer's premises ("**Onsite Services**") requiring physical access to the

respective installed Products or the installation site, the installation site shall be the place of performance of the Services and (ii) with respect to all other Services, the domicile of Alpiq shall be the place of performance of the Services.

4.3 Site survey

Prior to the installation of any Products, Alpiq may undertake a site survey or "home check", in the course of which the suitability of the place of installation for such Products is analyzed by an Alpiq technical specialist or an authorized third party sub-contractor mandated by Alpiq. The site survey may be a prerequisite for any such installation and is separately priced, as advised by Alpiq to the Customer on a case by case basis. A report shall be provided to the Customer following the site survey and, where relevant, an Offer may be provided or updated.

4.4 Installation

Alpiq shall only be responsible for the installation of any Ordered Product if explicitly agreed in the Offer or Individual Agreement.

Alpiq may offer installation Services with respect to Third-Party Products. In such case, the acquisition and provision of the Third-Party Product shall solely be the obligation of the Customer unless otherwise agreed in the Offer or Individual Agreement.

In the event that a site survey is not carried out or a fixed Price is not agreed, Alpiq shall provide the installation Services on a time and materials basis.

The installation Services will be performed by authorized third party sub-contractors mandated by Alpiq and not by Alpiq itself.

4.5 Recurring Services

The Offer or Individual Agreement may provide for services that are to be rendered by Alpiq on a recurring or scheduled basis ("**Recurring Services**"), such as maintenance, extended warranty and insurance Services. Such Recurring Services shall be rendered by Alpiq at the intervals or times set out in the Offer or Individual Agreement. Alpiq may provide these Recurring Services at a pre-agreed fixed Price or at a Price that is determined on a time and materials basis.

5 Timing

Alpiq aims to deliver the Ordered Products, and render the Services by the date set out in the Offer or Individual Agreement, it being understood, however, that absent an explicit agreement to the contrary such dates shall be of a tentative nature and not binding on Alpiq. Any binding due date set out in the Offer or Individual Agreement shall not be deemed an expiration date (*Verfalltag*) unless explicitly designated as such in the respective document.

6 Obligations of the Customer

The Customer shall provide all information and access to the place of performance (where such is not controlled by Alpiq) and provide all cooperation necessary for Alpiq to render its Services, including without limitation:

- the taking of all actions and the provision of information explicitly set out in the Offer or Individual Agreement;
- the provision of electrical plans and schemata, building plans, contact information for building maintenance personnel, if any;
- the provision of all technical documentation for any Third-Party Product to be installed by Alpiq; and
- the acceptance of any Onsite Services upon their completion.

The Customer shall be solely responsible for obtaining all necessary permits for any Onsite Services to take place, and by entering into an Agreement, the Customer represents and warrants that it has all necessary permissions to allow Alpiq to render its Onsite Services, whether or not the Customer is the owner of the premises where Onsite Services are to be performed.

Should the Customer fail to timely fulfil its cooperation obligations (such as when the Customer is not available at the scheduled time for the provision of Onsite Services or unduly refuses to accept these upon their completion), then the Customer shall bear or remunerate Alpiq for, as applicable, any additional costs or efforts resulting therefrom. In particular, in the event the Customer cancels any scheduled appointment for the provision of Onsite Services with less than forty-eight (48) hours' notice (calculated as from the time when Alpiq receives the cancellation notice), Alpiq reserves the right to charge the full amount of the time and travel expenses incurred.

7 Price, invoicing and payment

7.1 Price

The Customer shall pay to Alpiq the Price, which is set out in Euros (EUR) and includes VAT and all other applicable taxes and levies.

7.2 Payment terms and invoicing

Alpiq may request prepayment of the Price via payment methods such as Visa and MasterCard and will provide instructions how to pay within the Offer or thereafter.

Otherwise, the Price shall be paid by bank transfer. Unless set out otherwise in the Offer or Individual Agreement, the Price shall be paid within thirty (30) days after the date of the invoice issued by Alpiq. Alpiq will issue its invoices as follows:

- for Ordered Products, upon shipment or completion of the relevant installation Services, as the case may be;
- for Recurring Services with a fixed recurring Price, annually in advance; and
- for all other Services, after their provision.

In the event of late payment Alpiq is entitled to charge default interest.

7.3 Cost of transportation

Unless otherwise set out in the Offer or Individual Agreement, the cost of transportation, including any applicable duties, of the Ordered Products is not included in the Price.

7.4 Default

In addition to its statutory default rights, Alpiq reserves the right to (i) cease provision of its Services and/or (ii) rescind the Agreement should the Customer be in default with any payment.

7.5 Adjustment of Price

In case of Recurring Services, Alpiq shall have the right to adjust its respective Price once a year, including but not limited to changes in the rate of inflation (as measured by the *Verbraucherpreisindex* published by *Statistik Austria*). Alpiq shall notify the Customer thereof at least three (3) months in advance, whereupon the Customer that is a consumer within the meaning of Sec. 1 of the Austrian Consumer Protection Act may terminate the Agreement with respect to the relevant Recurring Services by delivering to Alpiq a termination notice, at the latest by the date on which the Price adjustment enters into effect.

8 Warranty

8.1 Products

Alpiq warrants that Ordered Products will perform substantially in accordance with the specifications set out in their respective manuals or documentation, as applicable. For clarity: No warranty of any kind is given by Alpiq with respect to Third-Party Products even if such Third-Party Products are installed by Alpiq. If the Customer is considered a consumer, the Customer shall have all statutory warranty rights with regard to Alpiq's installation Services of such Third-Party Products.

8.2 Services

Alpiq warrants that Services are rendered with due care and in a workmanlike manner. With respect to Services that aim for a specific result (*werkvertragliche Leistungen*), Alpiq further warrants that the work results of such Services are upon acceptance free of any defects.

8.3 Warranty rights

In case of a breach of warranty, the Customer shall first only have the right to request remedy of the defects, which Alpiq may at its own discretion effect by way of defect correction or delivery of a substitute Product (*Verbesserung, Austausch*). If Alpiq is unable to remedy the defects in such manner, then the Customer may exercise its other statutory warranty rights of cancellation or price reduction (*Wandlung, Preisminderung*), if and to the extent applicable and available. In any event, subject to the provisions of section 9, any warranty claims shall be limited to the Price and must be notified to Alpiq immediately. Unless the Customer is a consumer, such notification is only considered provided in due time, if it is provided within seven (7) calendar days after detection.

Normal wear and tear and defects and damages due to external influences or actions or inactions of the Customer or a third party, due to misuse or use contrary to an Ordered Product's user manual, due to removal of the Ordered Products from the place of installation, due to erroneous information provided by the Customer, or due to errors made in the course of the Ordered Product's installation by a third party shall not lead to any warranty or liability rights or claims of the Customer. The Customer shall remunerate Alpiq for any costs and efforts incurred in the search for or remedy of defects which are due to any of the foregoing or otherwise not subject to Alpiq's warranty.

8.4 Warranty period

Unless otherwise set out in the Offer or Individual Agreement, the warranty period shall be:

- if the Customer has ordered the Services or Ordered Products as a consumer in the sense of Sec. 1 par. 1 No. 2 of the Austrian Consumer Protection Act, 24 months; and
- otherwise, 12 months,

each from delivery of the Ordered Products or the provision or, if applicable, the acceptance of the Services. Any remedy of defects or exchange of any Ordered Product shall not restart the warranty period, unless the Customer is a consumer.

8.5 Warranty extension

As part of its Offer or Individual Agreement and provided the Customer has met all of its payment obligations under the Agreement, Alpiq may offer the Customer located in Austria an extension of the warranty period for (i) Ordered Products that are owned by the Customer or (ii) the provision of Services. Such an extension shall only be granted if explicitly set out in the Offer or Individual Agreement and shall only have the effect of extending the warranty period indicated in section 8.4. The extension shall terminate at the end of the agreed warranty period or in case of total loss or destruction of the Products, whichever occurs earlier. The warranty terms set out in these GTC shall otherwise remain unaffected by such extension.

9 Liability

Alpiq shall be liable without limitation:

- for bodily harm and death;
- for damages resulting from grossly negligent or intentional behavior;
- in case of any liability of Alpiq under the Austrian Product Liability Act (*Produkthaftungsgesetz*).

Alpiq shall not be liable for loss of profits, loss of goodwill, savings not realized, or any other indirect or consequential damages, unless such liability cannot be excluded by law.

Any further liability of Alpiq shall be excluded.

10 Force Majeure

Neither Party shall be liable to the other for damages arising as a consequence of force majeure events such as natural disasters (fire, storm, water and earthquakes), viral outbreaks, nuclear disasters, war, revolution, civil unrest, embargoes and other governmental acts and orders not specific to a Party, breakdowns of the public electrical, communication or transportation infrastructures or strikes ("**Force Majeure Events**"). If a Party is unable to perform its obligations under the Agreement due to a Force Majeure Event, the performance of such obligation shall be postponed until the Force Majeure Event ceases to exist. In case a Force Majeure Event continues for more than two (2) months, the Party not subject to the Force Majeure Event may terminate (in case of Recurring Services or Services that have been rendered to such extent that the existing work results of such partial Services can reasonably be taken over and used by the Customer) or rescind (in all other cases) the Agreement. In such case of termination Alpiq shall be entitled to issue an invoice for all Services that were rendered prior to the Force Majeure Event.

11 Term and Termination

An Agreement for Recurring Services (or the part of the Agreement that relates to Recurring Services) shall be entered into for the term set out in the Offer or Individual Agreement. Should the Offer or Individual Agreement provide for a minimum term, then the **Agreement shall automatically be prolonged by consecutive one (1) year terms** unless terminated in accordance with these GTC by the end of the minimum term or the end of any one (1) year prolongation period. Should the Offer or Individual Agreement provide for neither a minimum term nor a fixed term, then the Agreement shall be entered into for an indefinite period.

Any Agreement for Recurring Services (or the parts of an Agreement that relate to Recurring Services) may be terminated by either Party by giving a six (6) months' prior written notice. Such termination becomes effective at the end of the relevant contractual year or, in case the Agreement provides for a minimum term, at the end of such minimum term.

The Parties' right to terminate any such Agreement for cause (*Auflösung aus wichtigem Grund*) shall remain unaffected.

12 Various provisions

In case of a conflict between the Offer or Individual Agreement and these GTC, the terms of the Offer or Individual Agreement shall prevail. In case an Offer and an Individual Agreement exist, the terms of the Individual Agreement shall prevail in case of a conflict.

The invalidity or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other provision of the Agreement. If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of the Agreement remain in full force and effect, and instead of the invalid provision the provision that is closest to the intention of such invalid provision shall be deemed agreed by the Parties.

13 Applicable law and venue

This Agreement shall be exclusively governed by substantial Austrian law excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

The ordinary courts of Vienna shall have exclusive jurisdiction with respect to any and all disputes arising out of or in connection with this Agreement, it being understood that any mandatory venues provided for by the Austrian Civil Procedure Act shall prevail over the foregoing choice of venue. In particular, the mandatory venue afforded to consumers by Austrian legislation takes precedence over the choice of jurisdiction under these GTC. In addition, Alpiq is entitled to bring action against the Customer also at the Customer's place of business.