

## General Terms and Conditions of Alpiq Energie Deutschland GmbH

### 1 Applicability

These General Terms and Conditions (the "**GTC**") govern the contractual relationship between the customer (the "**Customer**") and Alpiq Energie Deutschland GmbH, Kantstraße 21, 10623 Berlin, Germany ("**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

If the Customer is not a consumer, the passing of risk (*Gefahrenübergang*) shall occur upon shipment of the Ordered Product to the Customer. If installation Services related to the Ordered Products are provided by Alpiq, the passing of risk shall occur 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 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 analysed by an Alpiq technical specialist or a third party 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.

### 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 or other 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.

Where no binding delivery date is agreed, Alpiq shall keep the Customer informed of the delivery progress. In such circumstances, the Customer may request that Alpiq deliver the Ordered Products and/or render the Services but not earlier than four weeks after the expiry of the non-binding delivery date. Upon receipt of the request, Alpiq shall be deemed to be in default.

## 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, unless otherwise designated, exclusive of VAT and any taxes or other 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 at a rate of 5 percentage points above the base interest rate per annum.

### **7.3 Cost of transportation**

Unless otherwise set out in the Order 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 cease provision of its Services.

## **8 Warranty**

The warranty is granted in accordance with the statutory provisions. In case of defects, Customer's claims for damages shall be subject to the provisions of these GTC. Moreover, the Customer shall have rights for defects within the scope of guaranteed properties and/or durability, provided that Alpiq expressly guaranteed such with respect to the Ordered Product in the Agreement.

## **9 Liability**

Alpiq shall be liable for intent and gross negligence. Further, Alpiq shall be liable for the negligent breach of obligations, whose fulfilment is essential to enable the ordinary implementation of the Agreement, whose breach jeopardizes the achievement of the purpose of the Agreement and on whose compliance the Customer may rely on regularly (*Kardinalpflichten*). In the last-mentioned case, Alpiq shall be only liable for the foreseeable, typical contractual damage. Alpiq shall not be liable for slight negligent breach of other obligations than those mentioned in the above sentences (*Kardinalpflichten*).

The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability law remains unaffected.

## 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 (*Kündigung 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 German law excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

Insofar as both Parties are merchants, legal persons under public law, or special assets (*Sondervermögen*) under public law, the exclusive – and also international – place of jurisdiction for any and all disputes resulting directly or indirectly out of the Agreement shall be Frankfurt am Main. In addition, Alpiq is entitled to bring action against the Customer also at the Customer's place of business.