H2E CHARGE UG (haftungsbeschränkt)

GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

A INTRODUCTORY PROVISIONS

1 SUBJECT MATTER OF THE GTC

1.1 These General Terms and Conditions apply to (i) the sale of H2E CHARGE charging stations with accessories, RFID cards and other products ("Products"), (ii) the installation and commissioning of H2E CHARGE charging stations ("Installation Services") and (iii) the provision of support and service level services for H2E CHARGE charging stations ("Support Services") by H2E CHARGE UG (haftungsbeschränkt) ("H2E CHARGE").

1.2 The GTC apply to the purchase of Products and the commissioning of services by businesses. A business is a natural or legal person or a partnership with legal capacity that, when commissioning H2E CHARGE, acts in the exercise of its commercial or independent professional activity. Legal entities under public law and special funds under public law are also deemed businesses within the meaning of the GTC.

1.3 Other provisions, in particular general terms and conditions of the Customer, do not apply even if H2E CHARGE has not expressly objected to them or if H2E CHARGE, with knowledge of them, accepts or performs a service without reservation.

2 ADDITIONS AND EXTENSIONS OF SERVICES

2.1 H2E CHARGE reserves the right to supplement or extend the services that are the subject of the GTC and to add new services and, in such cases, to supplement or extend the GTC and the service descriptions referenced in the GTC ("**Service Descriptions**") accordingly. Obligations for the Customer arise from this only to the extent that the Customer concludes a contract with H2E CHARGE for a supplemented or extended service.

2.2 H2E CHARGE will notify the Customer of the additions or extensions in writing or text form at least four (4) weeks before they take effect.

B GENERAL PROVISIONS

3 DEFINITIONS

"Installation Acceptance" means the Customer's acceptance of the installation and commissioning services;

"Support Acceptance" means the Customer's acceptance of Support Services rendered;

"GTC" means these General Terms and Conditions;

"Individual Contract" means the contract to be concluded between H2E CHARGE and the Customer for each of the services offered;

"Installation Services" means the services described in more detail in Part D in connection with the installation and commissioning of the Products;

"Configuration" means the parameters that can be selected by the Customer for an individual charge point and are to be set by H2E CHARGE;

"Cost Estimates" means the cost calculations to be prepared on behalf of the Customer by H2E CHARGE or a third party commissioned by H2E CHARGE prior to the Contractual Services;

"Charge Point" means the respective charging device through which EVs can be charged. Firmware updates can be installed via the data connection of the Charge Point. A Charge Point may have several Sockets;

"Charging Station" means the EV charging station manufactured by H2E CHARGE, which has one or more Charge Points;

"Service Description" means the description of the service offering included in the respective Individual Contract for the Contractual Services offered;

"Place of Performance" means the place where installation, support and service level services are performed;

"Products" means the products manufactured and distributed by H2E CHARGE that are offered to the Customer for purchase;

"Socket" means a plug connection on a Charge Point through which an EV is charged;

"Support Services" means the support and service level services described in more detail in Part E that are offered to the Customer for the Products;

"Technical Prerequisites" means the cabling and connections to be established and provided by the Customer for the respective Contractual Service, as well as other software and hardware prerequisites to be created by the Customer, as set out in the order confirmation, the Individual Contract, the Service Description or instructions provided by H2E CHARGE;

"Contractual Services" means the services performed by H2E CHARGE or by third parties commissioned by H2E CHARGE on the basis of Individual Contracts concluded between H2E CHARGE and the Customer;

"Reserved Goods" means the Products delivered by H2E CHARGE subject to retention of title;

"Working Days" means the days from Monday to Friday inclusive;

4 INDIVIDUAL CONTRACTS

4.1 The Products to be delivered and the Contractual Services to be performed by H2E CHARGE are defined and agreed in more detail in an Individual Contract to be concluded between H2E CHARGE and the Customer in each case. The individual Contractual Services may be ordered in combination or separately, unless otherwise

provided in these GTC.

4.2 Offers from H2E CHARGE are non-binding.

4.3 Orders must be placed in writing or text form using the order form made available to the Customer by H2E CHARGE. They become binding for H2E CHARGE only upon sending of the order confirmation in writing or text form, but at the latest when H2E CHARGE begins performing the service.

4.4 H2E CHARGE may accept orders within two (2) weeks of receipt. If H2E CHARGE does not accept the order within this period, the Customer is entitled to withdraw its order until receipt of the order confirmation or the start of performance.

4.5 The content and scope of the agreed services are determined, in the following order of precedence, by:

(i) the Individual Contract with annexes;

(ii) the order confirmation;

(iii) the referenced Service Description;

(iv) these GTC; and

(v) the statutory provisions.

4.6 Even in the case of an ongoing business relationship between H2E CHARGE and the Customer, H2E CHARGE is not obliged to accept orders from the Customer.

5 COST ESTIMATES

5.1 If agreed in the order confirmation and in the Individual Contract, H2E CHARGE may charge a fee for Cost Estimates prepared in the course of the Contractual Services.

5.2 Cost Estimates are non-binding. They relate exclusively to the information available to H2E CHARGE at the time of preparation. H2E CHARGE gives no warranty as to the accuracy of Cost Estimates.

5.3 If it becomes apparent that a Cost Estimate will be exceeded by 20% or more, H2E CHARGE will inform the Customer without undue delay in writing or text form.

5.4 The Customer may terminate the respective Individual Contract only if a Cost Estimate is exceeded by more than 20%. Terminations must be in writing to be effective.

6 QUALITY, GUARANTEES, CHANGES

6.1 All statements and data on the Contractual Services, in particular references to technical standards (e.g. DIN standards) as well as illustrations, drawings and technical information made publicly by H2E CHARGE, in particular in advertising, brochures or other documents, do not form part of the agreed quality unless they are expressly agreed as a statement of quality in the order confirmation or the Individual Contract.

6.2 Guarantees are binding on H2E CHARGE only if they are expressly agreed as a guarantee in the Individual Contract and the obligations of H2E CHARGE under the guarantee are defined in detail.

6.3 H2E CHARGE reserves the right to make changes and improvements to the Contractual Services if services of producers, suppliers or subcontractors change and these changes lead to more than insignificant changes to the subject matter of the service. In all other respects, H2E CHARGE reserves the right to make changes and improvements to the Contractual Services in the course of technical development or due to changed legal requirements, provided that they do not impair the usability of the Products and services for the contractually intended purpose and are reasonable for the Customer taking the interests of the parties into account. H2E CHARGE will notify the Customer of the change or improvement in advance in writing or text form.

7 PERFORMANCE OF SERVICES

7.1 Performance periods and performance dates are non-binding unless they are expressly designated as binding in the order confirmation, the Individual Contract or the Service Description. Two (2) weeks after a non-binding performance period or performance date has been exceeded, the Customer may request H2E CHARGE in writing to perform. Upon receipt of the written request, H2E CHARGE is in default, unless H2E CHARGE is not at fault.

7.2 Partial performance is permissible to the extent it is reasonable for the Customer, in particular if the performance of the Contractual Services is otherwise ensured and the Customer incurs no significant additional effort or significant additional costs as a result. Each partial performance that is permissible or approved in this sense may be invoiced separately.

7.3 The Customer is in default of acceptance if it does not accept the offered Product or the service rendered in accordance with the contract upon expiry of the binding performance period or on the agreed performance date. In the case of non-binding performance periods or performance dates, H2E CHARGE may notify the Customer that the Contractual Service can now be performed; if the Customer does not accept the Contractual Service within two (2) weeks of receipt of the notice of readiness, it is in default of acceptance. In the aforementioned cases, default of acceptance also occurs if H2E CHARGE stores Products at the Customer's request.

8 GENERAL OBLIGATIONS OF THE CUSTOMER (COOPERATION), PERMITS

8.1 The Customer is obliged to (i) perform at its own expense the acts of cooperation required for the performance of the Contractual Services and (ii) provide H2E CHARGE on request, free of charge, with the information and items the Customer needs for the performance of the Contractual Services; H2E CHARGE is entitled to use these for the purposes of performing the services.

8.2 To the extent that the Customer does not perform required acts of cooperation, or does not perform them in time, the performance periods are extended

or the performance dates are postponed by a corresponding period, plus a reasonable start-up period. If the delay on the part of the Customer lasts two weeks or more, H2E CHARGE may, without prejudice to its other rights, withdraw from the respective Individual Contract.

8.3 The Customer is obliged to comply with all statutory and regulatory requirements applicable to it in connection with the Contractual Services. The Customer must obtain or file, in good time before performance of the services, all permits and registrations required in connection with the installation and operation of the Products. H2E CHARGE is entitled to withhold Contractual Services from the Customer if the Customer breaches the foregoing obligations.

9 Prices and Fees

9.1 The prices and fees agreed in the order confirmation and in the Individual Contract apply.

9.2 Any value added tax incurred will be charged separately at the applicable statutory rate and is to be paid by the Customer.

10 Payments, Default in Payment, Deterioration of Financial Position

10.1 Invoices may be issued from the time of performance or default of acceptance, unless otherwise agreed between the parties. Unless otherwise agreed, invoices are payable without deduction within 14 days of the invoice date to the account specified by H2E CHARGE. Payments must be made in euros. Bank charges are to be borne by the Customer.

10.2 If the payment period is exceeded, the Customer is in default without further reminder. The decisive factor for timely payment is receipt of the invoice amount in the account specified by H2E CHARGE.

10.3 In the event of default in payment, H2E CHARGE is entitled to charge default interest at nine percentage points above the base interest rate applicable from time to time. The right to claim further damages remains unaffected.

10.4 If it becomes apparent that the fulfilment of the Customer's (existing or future) payment obligations is at risk due to the Customer's financial situation (in particular, but not exclusively, if (i) the Customer suspends its payments, (ii) insolvency proceedings are opened over the Customer's assets, an application for this is filed, or the proceedings are not opened for lack of assets, (iii) attachment or enforcement measures are taken against the Customer; (iv) protests of bills of exchange or cheques are filed; or (v) direct debits are returned, including with regard to or to third parties), H2E CHARGE is entitled, at its own option, to withhold the Contractual Service until the agreed remuneration or fee has been paid in advance or until adequate security has been provided. This also applies if the Customer is repeatedly in default of payment (for at least two (2) consecutive calendar months or in three (3) calendar months within a period of twelve (12) months) and, as a result, there are justified doubts as to the Customer's solvency or creditworthiness.

C Sale of Products

1 Scope of Part C

This Part C governs exclusively the purchase of the Products by the Customer.

2 Quality of the Products

2.1 The quality of the Products results from the order confirmation and the Individual Contract as well as the data sheet referenced in the Individual Contract.

2.2 Some Products, in particular the Charging Stations, can, where applicable, be configured by the Customer according to the parameters specified by H2E CHARGE. Where the Customer selects a particular Configuration, this results from the order confirmation and the Individual Contract.

3 Delivery Terms

3.1 Deliveries are made EXW Incoterms 2024 from the registered office of H2E CHARGE or, at the option of H2E CHARGE, from the registered office of the respective supplier of H2E CHARGE.

3.2 At the Customer's request, and at the option of H2E CHARGE, H2E CHARGE may arrange shipment for the Customer. Even in this case, shipment is at the Customer's risk. H2E CHARGE reserves the right to invoice the Customer for shipping costs.

3.3 H2E CHARGE is not in default if suppliers of H2E CHARGE, for reasons for which H2E CHARGE is not responsible, do not deliver to H2E CHARGE, do not deliver in accordance with the orders placed, or do not deliver on time, or if an event of Force Majeure exists. H2E CHARGE will inform the Customer of this and notify a new delivery date.

4 Prices, Payments

4.1 The prices of the selected Products result from the order confirmation and/or the Individual Contract.

4.2 The prices are EXW Incoterms 2024, plus packaging, shipping and, if desired, transport insurance.

4.3 The purchase price of a Charging Station is due upon delivery even if the Customer commissions further Contractual Services for it.

5 Retention of Title

5.1 The Products remain the property of H2E CHARGE until all outstanding claims arising from the business relationship between H2E CHARGE and the Customer have been paid in full. If a current account relationship exists, H2E CHARGE retains title until all payments from acknowledged balances have been received.

5.2 Any processing or transformation of the Reserved Goods by the Customer is carried out for H2E CHARGE. If this is done with third-party items not belonging to H2E CHARGE, or if the Reserved Goods are inseparably combined with such third-party items, H2E CHARGE acquires co-ownership of the new item in the proportion of the value of the

Reserved Goods to the third-party items; in all other respects, the same applies to the new item as to the Reserved Goods. If a combination is made in such a way that the Customer's item is to be regarded as the main item, the Customer transfers co-ownership to H2E CHARGE proportionally.

5.3 The Customer is prohibited from selling, pledging or assigning the Reserved Goods as security before acquiring title to them. In the event of attachments and other impairments of the owner's interests, the Customer is obliged to point out H2E CHARGE's ownership of the Reserved Goods and to inform H2E CHARGE thereof in writing without undue delay.

5.4 In the cases of Part B section 8.4, after the unsuccessful expiry of a grace period of two (2) weeks, H2E CHARGE is entitled to take back the Reserved Goods, excluding any rights of retention of the Customer, and for these purposes to enter the Customer's business premises during normal business hours; in the cases of Part C section 5.2, H2E CHARGE is entitled to take back the goods in proportion to the co-ownership shares. After taking back and prior notice, H2E CHARGE is entitled to realise the Reserved Goods in an appropriate manner. The proceeds of realisation are to be credited against the Customer's liabilities, less reasonable costs of realisation.

Withdrawal from the Individual Contract is not required for this. Demands for surrender, taking back, notice or realisation also do not constitute withdrawal from the purchase contract.

6 NOTICE OF DEFECTS

6.1 The Customer's rights in respect of defects presuppose that it complies with its obligations under § 377 of the German Commercial Code (HGB) and duly gives notice of any defects found. Acceptance of the Products may not be refused on account of insignificant defects only.

6.2 Notices of defects must be given to H2E CHARGE in writing or text form, stating the defect. If the Products are delivered directly from H2E CHARGE's supplier to the Customer, notices of defects by the Customer must be given both to H2E CHARGE and to the supplier.

6.3 Complaints about incomplete delivery and other obvious defects must be notified to H2E CHARGE without undue delay, but at the latest within seven (7) days of delivery or within seven (7) days of completed installation and commissioning. Other defects must be notified without undue delay, but at the latest within seven (7) days of their discovery.

6.4 The foregoing provisions also apply if the Customer commissions other Contractual Services for the Products.

7 WARRANTY AND LIABILITY

7.1 Defective Products are to be made available to H2E CHARGE for inspection on request. § 439 (2) of the German Civil Code (BGB) remains unaffected.

7.2 For defective Products, H2E CHARGE will, at its option, provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery).

7.3 To the extent that a Product infringes a patent, copyright or other industrial property right of a third party, H2E CHARGE may, at its option, modify or replace the Product so that third-party rights are no longer infringed but the Product still fulfils the contractually agreed functions, or obtain for the Customer the owed right of use or ownership by concluding a licence agreement.

In the event of infringements of rights in delivered Products by other manufacturers or upstream suppliers, H2E CHARGE will, at its option, assert its claims against them for the Customer's account or assign the claims to the Customer. Claims against H2E CHARGE exist in these cases only if judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or, for example due to insolvency, is futile.

7.4 The limitation period for rights in respect of defects is one (1) year from delivery. However, this limitation does not apply if (i) a defect was fraudulently concealed; or (ii) a guarantee as to the quality of a Product was assumed (in this regard, any claims arising from a guarantee given apply as the case may be). In the case of claims for damages, this limitation also does not apply in the following cases: (i) liability under the Product Liability Act, (ii) injury to life, body or health, (iii) intent; and (iv) gross negligence of bodies or executive employees of H2E CHARGE.

7.5 In all other respects, the Customer's warranty and liability claims are governed by the provisions in Part F section 1.

D INSTALLATION SERVICES

1 SCOPE OF PART D

This Part D governs exclusively the performance of installation and commissioning services on Charging Stations by H2E CHARGE or a third party commissioned by H2E CHARGE.

2 SERVICE DESCRIPTION

2.1 The Installation Services may include connecting the Charging Stations to the power cable at the agreed installation site, commissioning the Charging Stations and checking the hardware available at the installation site for the operation of the Charging Stations.

2.2 The scope of the Installation Services results from the order confirmation, the Individual Contract and the Service Description for the Installation Services, if referenced in the Individual Contract.

2.3 Agreed performance dates for the Installation Services are binding.

3 INSTALLATION ACCEPTANCE

3.1 Unless otherwise agreed, a formal Installation Acceptance is to be carried out. It is completed by signing an acceptance report by the Customer on

the one hand and by H2E CHARGE or the installer performing the Installation Services on the other.

3.2 The Customer may not refuse Installation Acceptance on account of insignificant defects. An insignificant defect within the meaning of this provision is a defect that does not restrict the use of the Charging Station for its intended purpose and does not give rise to concern about consequential damage to devices and equipment connected to the Charging Station.

3.3 If the Charging Station is sold by H2E CHARGE to the Customer, Part C sections 3.1 and 5 apply to the transfer of risk and title in the Charging Stations.

4 PAYMENTS

The full remuneration for the Installation Services is due at the latest upon Installation Acceptance, unless an earlier date has been agreed in the order confirmation or the Individual Contract. H2E CHARGE may demand partial payments corresponding to the progress of performance.

5 SPECIAL OBLIGATIONS OF THE CUSTOMER TO COOPERATE

5.1 Before the Installation Services are performed, the Customer is obliged to notify H2E CHARGE of the exact details of the Place of Performance, adding corresponding plans where applicable.

5.2 The Customer is obliged to establish the Technical Prerequisites at its own expense. Any interfaces to be provided by the Customer result from the order confirmation, the Individual Contract or the Service Description for installation.

5.3 Before the Installation Services begin, the Customer is obliged to confirm to H2E CHARGE in writing, where applicable using a form provided to the Customer by H2E CHARGE, that (i) the Technical Prerequisites have been properly provided, their unrestricted function has been checked and they are suitable for the installation and operation of the Charging Stations; (ii) the Place of Performance is designed for the number of Charging Stations intended, in particular can bear the intended number of Charging Stations; and (iii) the Customer's grid connection has the required capacity.

5.4 The Customer is obliged to (i) provide H2E CHARGE with the access to the Place of Performance required for performing the Installation Services; (ii) make the Place of Performance safe for traffic with regard to the Installation Services (including any necessary site safety measures); (iii) coordinate the performance of the Installation Services with other trades at the Place of Performance; and (iv) perform or provide, at its own expense and on the agreed performance dates, the cooperation services provided for in the Service Description for installation. Further details may result from the order confirmation, the Individual Contract or the Service Description for installation.

5.5 Unless otherwise agreed, the Customer is responsible for the proper disposal of residual materials and waste in connection with the Installation Services.

6 WARRANTY CLAIMS, LIABILITY

6.1 If commissioned Installation Services are performed defectively, H2E CHARGE will provide subsequent performance by performing the Installation Services without defects.

6.2 The limitation period for rights in respect of defects is one (1) year from Installation Acceptance. This limitation does not apply if (i) a defect was fraudulently concealed; or (ii) a guarantee as to the quality of an Installation Service was assumed (the claims arising from the guarantee then apply). In the case of claims for damages, this limitation also does not apply in the following cases: (i) injury to life, body or health, (ii) intent and (iii) gross negligence of bodies or executive employees of H2E CHARGE.

6.3 In all other respects, the Customer's warranty and liability claims are governed by the provisions in Part F section 1.

E SUPPORT AND SERVICE LEVEL SERVICES

1 SCOPE OF PART E

This Part E governs exclusively the support and service level services.

2 SERVICE DESCRIPTION OF SUPPORT SERVICES

2.1 The scope of the Support Services results from the order confirmation, the Individual Contract concluded between H2E CHARGE and the Customer in this regard and the annexes referred to. Support Services are offered exclusively for Charge Points of H2E CHARGE.

2.2 The performance dates for the provision of Support Services at the Place of Performance are agreed between H2E CHARGE and the Customer. They are binding.

3 SERVICE LEVEL SERVICES

3.1 The service levels offered in each case result from the contract and its annexes.

4 EXCLUSION

No support and service level services are offered (i) if a malfunction was caused by improper use of a Charge Point or the Charging Station contrary to the operating instructions; (ii) in the event of external or third-party damage to the Charge Point, in particular also in the event of vandalism; (iii) to the extent that a fault is not attributable to causes for which H2E CHARGE is responsible, in particular, but not exclusively, faults and defects caused in the course of installation and commissioning, due to malfunctions of other technical systems such as the power grid or the Customer's electrical systems, or in the event of unauthorised modifications to the Charging Stations or Charge Points by third parties; and (iv) in the event of Force Majeure.

5 SUPPORT ACCEPTANCE

5.1 To the extent that Support Services are performed on a Charge Point, they are to be accepted by the

Customer without undue delay, but at the latest five (5) Working Days after receipt of a notice of completion, which may be transmitted in text form. H2E CHARGE or the service partner commissioned by H2E CHARGE will send the Customer a correspondingly prepared report for this purpose. If the Customer does not reject the services performed within five (5) Working Days of receipt of the notice, stating the reason, the Support Service is deemed accepted. If the Customer rejects Support Acceptance with good reason, H2E CHARGE will arrange for the defect preventing acceptance to be remedied and will then again request the Customer to give Support Acceptance. The foregoing provisions apply accordingly. With signing of the acceptance report by the Customer and H2E CHARGE or the service partner commissioned by H2E CHARGE to perform the services, the respective service call is completed.

5.2 The Customer may not refuse Support Acceptance on account of insignificant defects. A defect that is insignificant within the meaning of this contract exists if the defect does not restrict the use of the Product and booked services for the intended purpose and no defects in devices connected to the Product are to be feared.

6 Special Obligations of the Customer to Cooperate

6.1 The Customer is obliged to establish, at its own expense, the Technical Prerequisites for the performance of the Support Services. The interfaces to be provided by the Customer at its own expense result from the Service Description for support and service level services.

6.2 The Customer is obliged to (i) provide H2E CHARGE with access to the Place of Performance within the agreed service times; (ii) make the Place of Performance safe for traffic with regard to the Support Services (including any necessary site safety measures); (iii) coordinate the performance of the Support Services within the agreed service times with other trades at the Place of Performance; and (iv) perform, free of charge and on the agreed performance dates, the cooperation services provided for in the Service Description for support and service level services. Further details may result from the Service Description for support and service level services or the Individual Contract.

6.3 The Customer is responsible for the proper disposal of residual materials and waste in connection with the Support Services.

7 Continued Applicability of Rights in Respect of Defects

7.1 To the extent that the Customer does not have scheduled Support Services specified by H2E CHARGE carried out and damage to the Products arises as a result, the warranty for the Product lapses to that extent. The same applies to the extent that Support Services are performed by unauthorised third parties and damage to the Products arises as a result.

7.2 Any rights of the Customer in respect of defects relating to the Products and Installation Services remain unaffected by the support and service level services.

8 Payments

8.1 Fees for support and service level services that are billed monthly are due at the beginning of each calendar month, by the 3rd Working Day, for the services rendered in the preceding calendar month.

8.2 Fees for support and service level services that are charged annually are due at the beginning of each year, by the 3rd Working Day.

8.3 The remuneration for Support Services performed on site is due at the latest upon acceptance of the Support Services rendered. H2E CHARGE may claim instalment payments for partial services rendered.

9 Term and Termination

9.1 Unless otherwise agreed in the order confirmation or the Individual Contract, the Initial Contract Term for support and service level services is 24 months from the order confirmation or from the start of the services.

9.2 The term is calculated separately for each Charge Point.

9.3 If the parties agree an Initial Contract Term for the support and service level services in the Individual Contract, it is automatically extended by twelve (12) months in each case, unless the Individual Contract is terminated by one of the parties with six (6) months' notice to the end of the Initial Contract Term or the respective renewal period.

9.4 The right of both parties to terminate for good cause remains unaffected.

9.5 Good cause for termination by H2E CHARGE exists in particular if the conditions of the provision under Part B section 8.4 are met.

9.6 Terminations must be in writing to be effective.

F Final Provisions

1 Liability

1.1 The liability of H2E CHARGE for damages in cases of simple negligence is limited to damages from the breach of essential contractual obligations, the fulfilment of which makes proper performance of the contract possible in the first place and on whose observance the Customer regularly relies and may rely. In this case, liability is limited to the typical, foreseeable damage.

This limitation of liability applies in the same way to damages caused by gross negligence of employees or agents of H2E CHARGE who are not bodies or executive employees of H2E CHARGE.

1.2 Any liability of H2E CHARGE for immaterial, indirect or consequential damages, including, among others, loss of profit, loss of revenue or loss of contracts, caused by or arising from non-compliance with or non-performance of contractual obligations on the part of H2E CHARGE, is excluded.

1.3 In the cases of Part F section 1.1, the limitation

period is two (2) years from the time at which the claim arose and the Customer became aware of the circumstances giving rise to the claim. Irrespective of the Customer's knowledge, the claim becomes time-barred three (3) years after the occurrence of the event causing the damage.

In the sale of Products, the limitation period for claims for damages due to defects is governed by Part C section 7.4. For Installation Services, the limitation period for claims for damages due to defects is governed by Part D section 6.2.

1.4 To the extent that H2E CHARGE is liable under this Part F section 1, the liability of H2E CHARGE is limited to: (i) in the case of the performance of Installation Services, twice the fee for the respective Installation Service in connection with which the damage occurred; (ii) in the case of support and service level services, the fee that the Customer paid for the support and service level services in the twelve (12) months preceding the damaging event; in the case of lit. (ii), however, to a maximum of EUR 5,000.00 per damaging event.

1.5 The foregoing limitations of liability apply to all claims for damages irrespective of the legal basis, with the exception of claims for damages of the Customer (i) for intent, (ii) under the Product Liability Act, (iii) for fraudulently concealed defects, (iv) for defects in respect of which a guarantee of quality was assumed (in this regard, the liability provision or limitation period arising from the guarantee applies, if any), (v) for injury to life, body or health or (vi) for gross negligence of bodies or executive employees of H2E CHARGE.

1.6 H2E CHARGE is liable for the loss of data only (i) within the scope of the foregoing limitations of liability and (ii) if and to the extent that this loss could not have been avoided by adequate data backup measures on the part of the Customer.

1.7 The foregoing limitations of liability also apply to claims for damages of the Customer against bodies, executive employees, employees or agents of H2E CHARGE.

1.8 To the extent that H2E CHARGE offers subsequent performance, this does not constitute an acknowledgement of a legal obligation to do so.

1.9 In the case of repair, the original limitation period for the Product or the service continues to run. The same applies in the case of delivery of a replacement Product.

1.10 If repair finally fails, the Customer may withdraw from the respective Individual Contract.

1.11 To the extent that H2E CHARGE determines in the course of repair that there was in fact no defect in the Product or the agreed service, the Customer must pay the reasonable and customary costs of the services rendered by H2E CHARGE. This also applies if H2E CHARGE provides subsequent performance without the prerequisites for it having been met.

1.12 The provisions in the foregoing Part F section 1.1 and Part C section 7.4 do not apply if the last contract in the supply chain is a contract with a consumer within the meaning of § 13 BGB. In this case, the statutory provisions remain applicable in this respect.

2 FORCE MAJEURE

2.1 The parties are not liable for, and are not obliged to compensate, damage incurred by one of them as a result of the occurrence of an event of Force Majeure.

2.2 An event of Force Majeure is a process, event or circumstance, or a combination of processes, events or circumstances, that meets the following cumulative conditions:

(i) the event is beyond the control of the parties;

(ii) it could not have been avoided or remedied by the affected party acting in a reasonable and prudent manner (including through reasonable foresight); and

(iii) it results in the performance of the obligations of the affected party under this contract being prevented or delayed.

2.3 Without limiting the generality of the foregoing, an event of Force Majeure may include any of the following processes, events or circumstances, or a combination thereof, but only to the extent that they meet the conditions stated in Part F section 2.2:

(i) a natural event, including drought, fire disaster, earthquake, landslide, flood, storm, hurricane, lightning strike, tornado or other natural disasters;

(ii) an epidemic or pandemic;

(iii) a strike at an enterprise affecting the services and Products that are the subject of the contract;

(iv) fire, explosion or radioactive or chemical contamination;

(v) an aircraft crash, shipwreck or train accident.

2.4 The following events do not constitute Force Majeure, unless and to the extent that they are directly attributable to an event of Force Majeure:

(i) late delivery or interruption in the delivery of machinery, equipment, materials or consumables;

(ii) any delay in performance by a party that is caused by the party (or its subcontractors) failing to deploy sufficiently qualified subcontractors or employees or an adequate number of employees to perform the relevant tasks;

(iii) wear and tear or random defects in products, materials or equipment, or a breakdown or failure of equipment or machinery.

2.5 The occurrence of an event of Force Majeure leads to the suspension of the performance of the obligations of the party affected by Force Majeure, without that party being liable, as a result of the disruption of performance or the defective performance of its obligations due to the event, for the entire duration of the event of Force Majeure.

2.6 Each party undertakes to notify the other party in text form without undue delay of the occurrence of an event of Force Majeure.

2.7 If an event of Force Majeure continues for longer than two (2) consecutive months, the parties will meet to decide on the performance of an order or of the contract as a whole. If they cannot reach agreement, either party may terminate the current order or, to the extent that continuation of the contract does not appear conceivable, the contract as a whole, for good cause.

3 INTELLECTUAL PROPERTY RIGHTS

3.1 H2E CHARGE remains the owner of all patents, copyrights and other industrial property rights in connection with the Contractual Services, in particular all patents, copyrights and other industrial property rights in the software contained in the Products, including the firmware.

3.2 The Customer will notify H2E CHARGE in writing without undue delay if claims are asserted against it for infringement of the intellectual property rights referred to in Part F section 3.1.

4 CONFIDENTIALITY OBLIGATION

4.1 The parties are obliged to treat as confidential the information that becomes known to them in the performance of this contract, as well as knowledge they obtain in the course of cooperation about matters – e.g. of a technical, commercial or organisational nature – of the other party and its customers or other partners. Neither during the term nor after termination of this contract may knowledge that has become known be exploited, used or made accessible to third parties without the prior written consent of the party concerned. The use of information that has become known is limited to the use absolutely necessary for the performance of this contract.

4.2 The parties will apply the same care to protecting the other party's know-how as they apply to protecting their own confidential information, but in any case at least the care of a prudent businessperson.

4.3 This confidentiality obligation covers all know-how, including all documents, materials, drawings, data and articles that the parties have already made available to each other and/or will make available in the future.

4.4 The Receiving Party is not entitled to use the know-how for its own purposes or for the purposes of third parties. The Receiving Party is likewise prohibited from filing for industrial property rights for the know-how or parts thereof.

4.5 The foregoing obligations apply for a period of five (5) years from receipt of the respective information.

4.6 When the Receiving Party no longer needs the confidential information, it and all copies thereof are to be returned to the other party or deleted.

4.7 This confidentiality obligation does not cover (i) know-how that has been and/or is developed independently by the Receiving Party; (ii) know-how that is made available to the Receiving Party by a third party without breach of a confidentiality agreement; (iii) know-how that is publicly known at the time of disclosure, or (iv) subsequently becomes known to the public without restriction, or (v) where disclosure is ordered on the basis of a final decision of a competent authority or a final judgment of a competent court. The party affected will inform the other party of an official or judicial order as soon as it becomes aware that such an order may be issued, and of the proceedings concerned. Upon request, the party obliged to disclose will grant the other party any authorisation for initiating proceedings that the latter considers appropriate to protect its confidentiality interests.

4.8 The party relying on the existence of one of the aforementioned exceptions bears the burden of proof for the existence of the respective exception.

5 GENERAL DATA PROTECTION PROVISIONS

5.1 The parties warrant that their businesses have an organisation that complies with the data protection provisions in force from time to time and that they comply with the statutory requirements for the processing of personal data at all times. This includes in particular, but not exclusively, that the parties (i) maintain appropriate technical and organisational measures to protect against unauthorised or unlawful processing, accidental loss or destruction of personal data; (ii) comply with their duties to inform and provide information to the holder of personal data at all times; (iii) have deletion concepts that meet the statutory requirements; and (iv) transfer personal data to third countries outside the European Union or the European Economic Area only if the transfer of the data is permitted by the European Commission pursuant to Art. 45 GDPR, appropriate safeguards within the meaning of Art. 46 GDPR have been put in place, or one of the exceptions defined in Art. 49 GDPR applies.

5.2 The parties warrant that personal data collected in the course of performing this contract is processed at all times in accordance with the applicable statutory provisions and that, where necessary, the Customer in particular holds the corresponding declarations of consent from its business partners and customers for data processing and transfer of the data to third parties, in particular also to H2E Charge.

5.3 The parties will inform each other without undue delay if they become aware of a breach of applicable data protection provisions in the processing of personal data under this contract.

5.4 To the extent required in the course of cooperation, the parties undertake to conclude an agreement on the processing of personal data on behalf of a controller. H2E CHARGE will use third parties in providing the services. To the extent that these process personal data for which the Customer is the data controller, H2E CHARGE concludes agreements with the service partners on the processing of data on behalf of a controller in accordance with the provisions of the GDPR.

5.5 The parties will document compliance with these data protection provisions on an ongoing and

complete basis.

5.6 For compensation of damage suffered by a data subject as a result of data processing or use that is impermissible or incorrect under the statutory data protection provisions, as between the parties only the party that is the data controller is responsible. The parties indemnify each other from liability if a party proves that it is in no way responsible for the circumstance by which the damage occurred to the data subject.

6 SUBCONTRACTORS

H2E CHARGE is entitled to use subcontractors for the performance of services at its own discretion.

7 SET-OFF AND RIGHT OF RETENTION

Set-off or exercise of a right of retention by the Customer on account of disputed claims or claims not finally established by a court is excluded. The exercise of a right of retention by the Customer is also excluded to the extent that asserted counterclaims are not based on the same contractual relationship.

8 ASSIGNMENT

8.1 The Customer may not assign its rights and obligations, in whole or in part, without the prior written consent of H2E CHARGE.

8.2 H2E CHARGE is permitted to assign its rights and obligations, in particular to affiliated companies within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG).

9 AMENDMENTS, WRITTEN AND TEXT FORM

9.1 Without prejudice to Part A section 2, other amendments and supplements to the GTC and the respective Service Descriptions by H2E CHARGE are reserved, provided they are to the Customer's advantage or, taking the interests of the parties into account, are reasonable for the Customer.

9.2 Amendments and supplements to the GTC and Service Descriptions under this section by H2E CHARGE will be notified to the Customer in writing or by email at least four (4) weeks before they take effect. They become effective only if the Customer consents to them in writing or text form.

9.3 To the extent that these GTC require written or text form, this also includes any form of electronic communication, in particular, but not exclusively, by email, and transmission by fax.

9.4 In all other respects, amendments and supplements to the GTC and Service Descriptions require written form to be effective. This also applies to the waiver of or the cancellation of the written form requirement.

10 CONTRACT LANGUAGE

10.1 Only the German version of these GTC is legally binding. Translations are provided for convenience only. In the event of any discrepancy or question of interpretation, the German version shall prevail.

11 GOVERNING LAW, PLACE OF JURISDICTION, SEVERABILITY CLAUSE

11.1 All legal relationships between H2E CHARGE and the Customer are governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the GTC and Individual Contracts is Munich. However, H2E CHARGE is also entitled to sue the Customer at its registered office.

11.3 Should a provision of these GTC be or become invalid or unenforceable, or should the parties find that there is a gap in the GTC, the validity of the remaining provisions is not affected thereby. In place of the invalid or unenforceable provision or to fill the gap, an appropriate provision shall apply. To the extent legally possible, this shall come closest to what the parties would have wanted had they considered the point when concluding the contract or when a provision was later added. In this case, the parties will agree on an effective or enforceable provision, or a provision to fill the gap, that economically and legally comes closest to the meaning and purpose of the contract that the parties intended at signing.