

General Terms and Conditions („GTCs“) EEPro Operations GmbH & Co KG („EEPro“)

1. **Scope**
- 1.1. The following general terms and conditions of sale, delivery, and repair ("GTCs") apply to contracts between EEPro Operations GmbH & Co. KG, represented by EEPro Verwaltungs-GmbH, in turn represented by its Managing Directors Kilian Libal and/or Clemens Arruda Schumacher, Paul-Dessau-Str. 1, 22761 Hamburg, Tel. 040-35015000, Email: info@eepro.energy ("EEPro") and natural or legal persons or legal entities, or partnerships with legal capacity, who act in their commercial or independent professional activity when concluding a legal transaction, § 14 BGB (each a "Customer"). We only accept terms and conditions of the customer that are contrary to or deviate from our terms and conditions if we expressly agree to their validity in writing.
- 1.2. These GTCs also apply to all future transactions with the customer, provided they involve transactions of a similar nature.
- 1.3. In individual cases, specific agreements with the customer (including side agreements, supplements, and amendments) take precedence over these terms and conditions in any case. The content of such agreements is determined by a written contract or our written confirmation, subject to contrary evidence.
2. **Offer and Conclusion of Contract**
- Offers from EEPro are generally non-binding. If an order from a customer is to be considered an offer according to § 145 BGB (German Civil Code), EEPro can accept it within two weeks.
3. **Provided Documents**
- All documents provided to the customer in connection with the order, including electronic ones, such as calculations, drawings, are the property of EEPro and are subject to copyright. These may only be made accessible to third parties with EEPro's prior written consent.
4. **Services**
- The scope of services is determined by the offer or order confirmation from EEPro. EEPro is authorized to have third parties perform the services necessary for the execution of the contract. EEPro will inform the customer about this.
5. **Payment Terms**
- 5.1. All fees / remunerations are subject to the respective applicable statutory value-added tax.
- 5.2. Payment by bill of exchange (*Wechsel*) is not permitted. Checks are accepted only on account of performance; the costs and expenses incurred in this regard shall be borne by the customer.
- 5.3. EEPro is entitled to make services or deliveries dependent on a reasonable advance payment. The amount of the advance payment depends on the expected time required and the value of the materials to be procured.
- 5.4. Additional costs resulting from circumstances not attributable to EEPro (e.g., adverse weather conditions preventing construction activity, force majeure, non-fulfillment of customer's cooperation obligations) shall be borne by the customer. Similarly, additional costs resulting from the nature of the subsoil shall be borne by the customer.
- 5.5. Invoices from EEPro are to be paid without deduction within 14 days from the date of the invoice.
- 5.6. The customer is only permitted to set off against undisputed or legally established claims. The customer is only entitled to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship and is undisputed or legally established.
6. **Delivery Time**
- 6.1. Deadlines or timeframes are only binding if they are agreed upon in writing.
- 6.2. The commencement of the delivery time specified by EEPro requires the timely and proper fulfillment of the customer's obligations. The defense of non-performance of the contract remains reserved.
- 6.3. EEPro shall not be liable for delay unless the delay is caused intentionally or by gross negligence.
7. **Transfer of Risk and Acceptance**
- 7.1. The risk passes to the customer upon acceptance.
- 7.2. If the commencement, execution of deliveries or services, acceptance into own operation, or trial operation is delayed due to reasons attributable to the customer, or if the customer is in default of acceptance for other reasons, the risk passes to the customer from the beginning of the delay.
- 7.3. The customer is obligated to accept the delivery and/or service as soon as completion of the work has been notified to them. If the delivery and/or service is found to be non-compliant with the contract, EEPro is obligated to remedy the defect. This does not apply if the defect is insignificant for the customer's interests or is attributable to the customer. If there is a non-significant defect, the customer cannot refuse acceptance.
- 7.4. If acceptance is delayed without fault of EEPro or if formal acceptance is not provided for, acceptance shall be deemed to have occurred after 14 days from notification of completion of the delivery and/or service.
- 7.5. If the customer defaults on acceptance or culpably breaches their duty to cooperate, EEPro is entitled to demand compensation for the damages incurred.
8. **Retention of Title**
- 8.1. EEPro reserves the right to ownership of the delivered goods until all claims to which EEPro is entitled against the customer have been fulfilled.
- 8.2. During the retention of title, the customer is not permitted to sell, pledge, assign by way of security, process, or combine the delivered goods with others.
9. **Warranty**
- 9.1. EEPro's warranty is governed by statutory regulations unless otherwise specified below.
- 9.2. The warranty period is 2 years from acceptance ("**warranty period**").
- 9.3. If defects occur within the warranty period, the customer must report them to EEPro immediately in a comprehensible form in writing. Failure to do so will result in the loss of any warranty and subsequent liability claims.
- 9.4. If the customer asserts their claim for rectification of defects within the warranty period and promptly after the occurrence of the respective defect, EEPro is obliged to carry out the rectification of defects in accordance with the contract.
- 9.5. If and to the extent that defects arise from modules, inverters, or mounting structures, EEPro shall be liable for these defects as follows during the warranty period:
 - a) Instead of warranty claims against EEPro, the assignment of claims against the manufacturer of individual components and other suppliers and subcontractors takes place. EEPro's obligation is limited to the assignment of claims as described in clause 9.6.
 - b) If EEPro is entrusted with the maintenance of the solar system, EEPro is obliged to take over the warranty management for any defects discovered during the warranty period according to clause 9.3 and to assert and process warranty claims against the manufacturers of individual components, suppliers, and subcontractors.
- 9.6. EEPro hereby assigns and transfers to the customer, by way of fulfillment, any warranty

and/or liability claims against the manufacturer of individual components and other suppliers and subcontractors, without assuming any warranty or liability obligations beyond its own liability under this contract. The aforementioned assignments and transfers are each conditionally dependent on the complete payment of the remuneration agreed upon between the parties. Any securities provided for the assigned rights and claims shall pass to the customer. Until the expiration of the warranty periods agreed between EEPro and the customer, EEPro is revocably entitled to assert the assigned claims in its own name.

10. **Arbitration**
- 10.1. If a dispute arises between the parties regarding the existence or non-existence of material defects, or whether a material defect, which entitles to refuse acceptance, is present, an arbitrator shall decide on such dispute (the "**dispute question**").
- 10.2. The initiation of legal proceedings regarding the Dispute Question and related legal claims is only permissible after the arbitration decision is available.
- 10.3. The parties shall, within 2 weeks of written request by one party, agree on the arbitrator. If no agreement is reached within this period, the arbitrator shall be appointed by written request of one party by the Chamber of Commerce responsible for the customer's place of business. In case the customer's place of business is located abroad the relevant German Chamber of Commerce in such country shall be responsible. The arbitrator must be a publicly appointed expert.
- 10.4. The findings and result of the arbitration decision are binding on the parties. Judicial review is only possible within the framework of § 319 of the German Civil Code (BGB).
- 10.5. The arbitrator determines the procedure for preparing the arbitration decision at his discretion. In doing so, the arbitrator must take into account the provisions of the contractual agreements between the parties (in particular, the offer or order confirmation, as well as these terms and conditions).
- 10.6. The parties shall provide the arbitrator with the documents requested for the preparation of the arbitration decision and, upon his request, grant him access to the solar system.
- 10.7. Each party has the right to present their position on the Dispute Question to the arbitrator in writing within four weeks of the written assignment to prepare the arbitration decision.
- 10.8. The arbitration decision shall be provided in writing and reasoned. The reasoning must include the key assumptions on which the expert assessment is based.
- 10.9. The parties shall bear the costs of the arbitrator and his expenses in accordance with the provisions of §§ 91ff of the German Code of Civil Procedure (ZPO) according to their success or failure. The arbitrator shall also decide on the distribution of costs in the arbitration decision in accordance with the above provisions. Each party shall bear its own costs incurred in connection with the arbitration decision (including costs for lawyers and technical advisors).
11. **Liability**
- 11.1. EEPro shall be liable in accordance with statutory regulations unless otherwise specified below.
- 11.2. EEPro shall not be liable for consequential damages, loss of profit, or the profitability of the solar system, unless such damages result from technical defects. EEPro has not specifically verified and assumes no liability for whether the location where the service is to be provided is technically and legally suitable for the use of that service (including whether the location meets any legal or contractual requirements to receive compensation for the electricity to be fed in or sold).
- 11.3. In the event that EEPro does not perform the maintenance of the solar system, the customer must comply with the maintenance, operational, occupational safety, and accident prevention regulations when operating the system. EEPro shall not be liable for damages arising from improper operation or maintenance, or from failure to comply with the aforementioned regulations.
- 11.4. EEPro's liability for contractual or legal reasons arising from the breach of contractual or legal obligations is limited to intent and gross negligence. This limitation of liability does not apply in the event of culpably caused injury to life, body, or health, or in the event of liability based on mandatory statutory provisions of the Product Liability Act, the Liability Act, or the Road Traffic Act and similar regulations. In the event of a culpable breach of material contractual obligations, EEPro shall also be liable for slight negligence, but limited to the foreseeable, contract-typical damage and to a compensation amount not exceeding the respective contract value. This limitation of liability shall also apply to the liability of EEPro's vicarious agents.
12. **Confidentiality, reference**
- 12.1. The parties shall treat all information and documents received or made known to them by the respective other contracting party during the performance of the contract as confidential, except for those that were already generally accessible.
- 12.2. The customer agrees that EEPro may name the solar system as a reference, publish it, and advertise with photos of the system.
13. **Limitation period, jurisdiction, applicable law**
- 13.1. With the exception of Clause 9.2, the limitation period for all customer claims is 12 months.
- 13.2. All legal relationships between the parties (including any claims arising from legal relationships such as tort, disputes arising from or in connection with the possible invalidity of this contract, the non-existence, or termination of this contract) shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13.3. If individual provisions of the GTCs or other contractual agreements between the parties (together, the "**contract**") are wholly or partially invalid or unenforceable, or if the contract is incomplete, the remaining provisions of the contract shall remain unaffected. The invalid, unenforceable, or incomplete provision shall be replaced by a provision that, to the extent legally permissible, comes closest to achieving the economic purpose of this contract.
- 13.4. Oral side agreements have not been made. Amendments and supplements to the GTCs or any other contractual agreement between the parties must be made in writing. This also applies to the waiver of the written form requirement.

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