

General Terms and Conditions of alpitronic S.r.l. – Version from 24.08.2022

1. Definitions

- 1.1. **General information.** These General Terms and Conditions (hereinafter referred to as "GTC") contain the contractual terms and conditions governing the ordering process and the possible conclusion of a purchase contract for one or more products and related services of alpitronic S.r.l.
- 1.2. **Parties.** In accordance with the present GTC, "Supplier" refers to alpitronic S.r.l. with its legal seat in 39100 Bolzano, Via di Mezzo ai Piani 33, Italian tax number 02632180218, VAT number IT02632180218. The term "Buyer" refers to the party that has placed the order.
- 1.3. The term "codice civile" refers to the provisions of the Italian Civil Code (*codice civile*) in the version in force at the time the contract is concluded.
- 1.4. The term "**service**" includes those activities which the Supplier performs ancillary to the respective purchase contracts, such as repairs, remote and on-site maintenance, spare parts management.
- 1.5. The term "**force majeure**" includes those circumstances mentioned in art. 15.

2. Scope

- 2.1. These GTC apply to all legal transactions concluded by the Supplier with the Buyer, in particular to the delivery of goods and related services.
- 2.2. The installation, commissioning and acceptance of the goods, which are the exclusive responsibility of the buyer, are expressly excluded from Supplier's delivery obligation. The Supplier is not liable for compliance with any legal requirements in the respective place of installation with regard to installation, including but not limited to any mandatory professional qualification for the installation technicians, safety and fire protection regulations, noise protection standards or obtaining of official permits of any kind for the installation and commissioning of the Product
- 2.3. Deviations from the GTC stated in art. 2.1 shall only be effective if they are accepted in writing by the Supplier.
- 2.4. In the absence of explicit acceptance by the Supplier any general and special terms and conditions of the Buyer shall not bind the Supplier, even if the Buyer's terms and conditions do not expressly contradict the present GTC, and furthermore even if a contractual obligation or delivery has been performed by the Supplier, or the validity of the Buyer's terms and conditions is defined as an explicit contractual precondition.
- 2.5. Any assignment prohibitions expressed in the Buyer's general terms and conditions and any other contractual condition concerning the assignment of claims are not binding on the Supplier.

3. Offer

- 3.1. The Supplier's offers are always subject to change without notice.
- 3.2. All documents inherent to the offer may not be reproduced or made available to third parties without the consent of the Supplier. They may be reclaimed at any time and must be returned to the Supplier immediately if no order has been placed.

4. Purchase Order and conclusion of contract

- 4.1. If the Buyer wishes to order goods from the Supplier, he must sign the offer and the present GTC and return them to the Supplier.
- 4.2. The Purchase Order shall mandatorily contain the following data:
 - a) the type of the Product
 - b) the relevant configuration and the calibration law requested
 - c) OCCP configuration and Backend interface setup
 - d) the quantity of Products to be supplied;
 - e) the final price per configuration according to the price list;
 - f) the requested delivery date and, according to Incoterm agreed, place of delivery;
 - g) the company data of the Buyer, i.e. data of Buyer itself or affiliated company.
- 4.3. Any specific local requirement in force at the place of installation of the Product needs to be communicated by the Buyer before the reception of a Purchase Order and must be verified by Supplier. Buyer shall indemnify and hold Supplier harmless against any omission thereof.
- 4.4. The Supplier verifies whether the formal and substantive conditions of the Purchase Order and the capabilities to deliver are fulfilled. The contract is considered concluded when the Supplier has sent a written order confirmation after having receipt of the Purchase Order. An implied consent is excluded.

- 4.5. The Supplier is entitled to perform the contractual obligations after having received the down payment pursuant to art. 9.1.
- 4.6. Information contained in catalogues, brochures and the like as well as other written or oral statements are only relevant if they are expressly referred to in the order confirmation.
- 4.7. Subsequent amendments and additions to the contract must be confirmed in writing by the Supplier to be valid.
- 4.8. An implicit acceptance of the Purchase Order by delivery of the ordered goods is only possible in case of extraordinary urgency. In this case, the Buyer must send the signed Purchase Order and the signed GTC to the Supplier within a reasonable period after delivery.

5. Calibration Law

- 5.1. Upon request by the Buyer, Supplier can deliver the Products that comply with the following Calibration Laws: Germany, Austria, Finland and France.
- 5.2. The Price for such product customization is defined in the price list.
- 5.3. It is Buyer's sole responsibility to indicate in each Purchase Order the country-specific Calibration Law required. If Buyer refers generally to Calibration Law as configuration for the Product without specifying the country-specific Calibration Law, Supplier will customize and supply the Product according to German Calibration Law.
- 5.4. In any case, Supplier does not assume any liability, neither towards the Buyer nor its affiliates nor towards third parties, such as end customers, if (i) the indication of the Calibration Law has been omitted in the Purchase Order but is required in the place of installation of the Product, or (ii) a country-specific Calibration Law that does not comply with Calibration Law in the place of installation of the Product has been indicated in the Purchase Order. The Buyer shall indemnify and hold Supplier harmless from any claim in this regard.
- 5.5. Furthermore, Supplier specifies that if Products with country-specific Calibration Law were ordered but then installed in a country where the ordered Calibration Law does not apply, continuous compliance with the ordered Calibration Law cannot be guaranteed, since repair or replacement of specific components may require a recalibration according to the ordered Calibration Law with approval by the competent public authorities. Therefore, recalibration is not possible for Products installed in countries where no public authority will perform recalibration assessment or where the public authority will perform recalibration only on Products configured according to Calibration Law of its home jurisdiction.
- 5.6. Consequently, the Supplier shall bear no liability whatsoever for the permanent conformity with the ordered Calibration Law of the Products supplied when Product or components of the Product have been repaired or replaced.
- 5.7. The same applies to Products that have been configured in accordance with a country-specific Calibration Law in force at the first place of installation, but then transferred by Buyer, its Affiliate, its end customers or other third parties, for whatever reason, to another installation site where the Calibration Law of the first place of installation does not apply.
- 5.8. Consequently, the Supplier shall bear no liability whatsoever for the permanent conformity with the ordered Calibration Law of the Products supplied when Product were transferred to countries with no or another than the ordered Calibration Law.
- 5.9. If the Buyer orders a Product without Calibration Law, but subsequently a Calibration Law comes into force at the place of installation of the Product, Supplier will assess whether retrofitting of the Products is possible in the new place of installation in order to get conformity of the country-specific Calibration Law. In any case, all costs arising thereof shall be borne by the Buyer.

6. Product quality and warranty

- 6.1. The Product supplied fulfils the quality of the configuration according to the confirmed Purchase Order as well as the European standards for EV charging stations at the time of delivery. Therefore, the Product is suitable for import in countries where European Standards are accepted.
- 6.2. The Supplier is not liable for compliance with any legal requirements in the respective place of installation with regard to installation, including but not limited to any mandatory professional qualification for the installation technicians, safety and fire protection regulations, noise protection standards or obtaining of official permits of any kind for the installation and commissioning of the Product.
- 6.3. The Supplier grants a contractual warranty of 24 months, which may be extended up to 60 months upon payment of an additional fee.
- 6.4. The start of the warranty, the rights and obligations of the Buyer and the Supplier during the warranty period are governed by the Standard Limited Warranty Terms and Conditions for hyperchargers. By accepting these GTC, the buyer confirms to be aware of and accept Standard Limited Warranty Terms and Conditions for hyperchargers.

6.5. The above warranty conditions may only be amended or replaced by written agreement between the Parties.

7. Services

7.1. The Supplier shall provide the Services set out in the Standard Limited Warranty Terms and Conditions for hyperchargers with regard to Products that fall within the scope of the contractual warranty.

7.2. For additional services or for services outside the scope of the contractual warranty, it is possible to conclude a separate service agreement (Service Level Agreement).

8. Prices

8.1. The prices are considered *FCA (free carrier Incoterms 2020)* production site of the Supplier, exclusive of VAT and other fees. If fees, taxes or other charges are levied in connection with the delivery, these shall be borne by the Buyer.

8.2. In case of Purchase Order deviating from the offer, the Supplier reserves the right to change the price accordingly.

8.3. The prices are based on the costs at the time of the first price offer was placed. Should the costs increase up to the time of delivery, the Supplier is entitled to adjust the prices accordingly.

8.4. In particular, the agreed prices shall apply for a period of 12 (twelve) months from the commencement of the contract and shall subsequently be adjusted every 12 (twelve) months, taking into account the price development of the following market indicators: stainless steel, (general) plastics, aluminium, copper, semi-conductors and labour costs. The adjusted prices shall apply from the first day of the month following the end of the 12 (twelve) months.

8.5. Notwithstanding the provisions of art. 8.4, prices may be adjusted at any time if significant price increases in stainless steel, (general) plastics, aluminium, copper, semi-conductors or labour costs occur.

8.6. In the case of service orders, the Supplier performs those services recognized as appropriate and shall be provided and invoiced on the basis of the alpitronic price lists valid at the time of conclusion of the contract or on the basis of the expenditure incurred. This also applies to services and additional services whose expediency only becomes apparent during the execution of the Purchase Order, whereby no special communication to the Buyer is required in this regard.

8.7. The Buyer has to bear the costs for preparing the repair quotations or for inspection work.

9. Payment

9.1. Unless other terms of payment have been agreed in the order confirmation, the following payment terms are deemed to be agreed:

a) 50% at conclusion of the contract according to art. 4.4 – payable at sight;

b) 50% at delivery according to art. 11 – payable 30 days net;

All invoices are issued and payable in Euro.

9.2. The Supplier may, at its sole discretion, demand suitable securities from the Buyer at the Buyer's expense for the fulfilment of the payment obligation.

9.3. Invoices which are issued due to subsequent deliveries or due to other agreements concluded in addition to the main contract are payable at sight, irrespective of the terms of payment agreed for the main delivery.

9.4. Payments shall be made, without any deduction, free Supplier's paying agent in the agreed currency. Any acceptance of cheques or bills of exchange shall always be on account of payment only. All interest and expenses in connection therewith (such as collection and discount charges) shall be borne by the Buyer.

9.5. The Buyer is not entitled to withhold or offset payments due to warranty claims or other counterclaims.

9.6. A payment shall be deemed to have been made on the day on which the Supplier can dispose of it. Buyer shall automatically be deemed in default if the agreed payment terms are not respected, irrespective of a written communication to set Buyer in default.

9.7. If the Buyer is in default with an agreed payment or other performance, the Supplier may, without prejudice to further rights:

a) postpone the fulfilment of any of its own obligations until such payment or other performance has been effected and make use of a reasonable extension of the delivery period;

b) declare due all outstanding debts arising from this or other transactions and charge interest on these amounts from the respective due date at the rate provided for in art. 5 of the Decreto Legislativo no 231/02 plus VAT, unless the Supplier has to bear costs exceeding this amount;

c) withdraw from the contract in the event of non-compliance with a reasonable additional period of time.

9.8. In any case, the Supplier is entitled to charge pre-litigation costs, in particular reminder fees and lawyer's fees. Recovery fees, including, in particular, handling costs regarding reminder notices and interests for late payments are deemed to be 50 (fifty/00) Euro per unpaid invoice. Such fees shall be charged to and

paid by Buyer if the first reminder of late payment is communicated to Buyer, regardless of the means of communication of such reminder from Supplier to Buyer.

9.9. Any discounts or bonuses granted are conditional upon the timely payment of the full amount.

10. Retention of title

10.1. The Supplier retains title to all goods delivered until full payment of the invoice plus interest and costs has been made. The Buyer hereby assigns to the Supplier, as guarantee for the Supplier's purchase price claim, his claim from a resale of goods subject to retention of title, even if these have been processed, transformed or mixed.

10.2. When Buyer intends to resale the goods subject to retention of title granting a deferral of the purchase price, he is entitled to dispose these goods only upon condition that he informs contemporarily with the purchase the second Buyer of the assignment for security or makes a note of the assignment in his business records. Upon request, the Buyer shall notify the Supplier of the assigned claim and the particulars of the debtor, provide all information and documents required for the debt collection and notify the third-party debtor of the assignment. In case of seizure or other claims, the Buyer is obliged to point out the Supplier's right of ownership and to inform the Supplier immediately.

10.3. For the purpose of further protection of the retention of title, the Supplier is furthermore entitled at any time, upon expiry of the contractually agreed payment periods and after written notification, to send even by fax or e-mail and subject to a period of advanced notice of 5 (five) working days, to interrupt the functionality of the delivered goods by suitable remote operations (remote control).

11. Delivery

11.1. Irrespective of any agreements to the contrary in the order confirmation, delivery of the ordered goods shall be *FCA Incoterms 2020* – alpitronic's production site (to be announced at order confirmation).

11.2. If delivery by the Supplier has been agreed in the contract, this and any transport insurance requested by the Buyer will be charged separately. However, the delivery obligation does not include the unloading and storage of the goods. Packaging will only be taken back by explicit consent.

11.3. The delivery period begins at the latest of the following dates:

- a) date of order confirmation
- b) date of receipt of the down payment according to art. 9.1;
- c) date on which the Supplier receives a security to be paid before delivery of the goods;
- d) date of fulfilment of all technical, commercial and other requirements incumbent on the Buyer.

11.4. Approvals by public authorities and any third-party approvals required for the exportation of goods must be obtained by the Buyer. If such approvals are not obtained in time, the delivery period shall be extended accordingly.

11.5. The Supplier shall inform the Buyer with a reasonable period of advanced notice as soon as the ordered goods are ready for collection at the warehouse (delivery announcement).

11.6. The Supplier is entitled to make partial or advance deliveries and to invoice them. If delivery on-call has been agreed, the goods shall be deemed to be called off at the latest 1 year after the order was placed.

11.7. If unforeseeable circumstances or circumstances beyond the control of the parties, such as cases of force majeure as defined in art. 15 occur and which prevent compliance with the agreed delivery period, this period shall in any case be extended by the duration of these circumstances. These aforementioned circumstances also entitle the party to extend the delivery period if they occur at subcontractors.

11.8. If the dispatch of goods ready for delivery is not possible without any fault of the Supplier or is not desired by the Buyer, the Supplier can store the goods at the Buyer's expense. The delivery is then deemed to have been made. The agreed terms of payment are not changed by this.

12. Transfer of risk and place of performance

12.1. Use and risk are transferred to the Buyer upon delivery in accordance with art. 11. This also applies if the delivery is made within the scope of a service.

12.2. For services, the place of performance is where the service is effectuated. The risk for a service or an agreed partial service is transferred to the Buyer when the service is provided.

13. Withdrawal from the contract

13.1. Notwithstanding any other provision to the contrary, the Buyer may withdraw from the contract if there is a delay in delivery which is due to gross negligence on the part of the Supplier and a reasonable additional time period set by the Buyer for delivery has expired without result. The withdrawal is to be asserted by registered letter.

13.2. Irrespective of other rights, the Supplier is entitled to withdraw immediately from the contract in accordance with art. 1456 of the Codice Civile:

- a) if the execution of the delivery or the start or continuation of the service is impossible for reasons for which the Buyer is responsible or is further delayed despite the setting of an appropriate extension;
- b) where doubts have arisen as to the Buyer's solvency and the Buyer fails to make advance payment or provide satisfactory guarantees at the Supplier's request before delivery, or
- c) if the extension of the delivery period due to the circumstances mentioned in art. 5.4 amounts to more than half of the originally agreed delivery period, but at least 6 months.

13.3. Withdrawal may also be declared with regard to a part of the delivery or service still outstanding for the above reasons.

13.4. If insolvency proceedings are opened over the assets of the Buyer or an application for the opening of insolvency proceedings is rejected due to insufficient assets, the Supplier is entitled to withdraw from the contract without setting a additional time period.

13.5. Without prejudice to the Supplier's claims for damages, including pre-litigation costs, in the event of withdrawal, any services or partial services already provided shall be invoiced and paid for in accordance with the contract. This also applies if the delivery or service has not yet been approved by the Buyer, as well as for preparatory activities performed by the Supplier. In lieu thereof, the Supplier shall also be entitled to demand the return of items already delivered.

13.6. Other cases of withdrawal are excluded.

14. Liability of the Supplier

14.1. The Supplier is liable for damages according to art. 1490 et seq. Codice Civile, which have been caused by intent and gross negligence. However, liability for slight negligence is excluded.

14.2. The damages which the Buyer may claim from the Supplier for proven defects shall be limited to direct damages and to a maximum of 100 (one hundred) % of the contract value as indicated in the order confirmation, in any case up to a maximum of € 10 million.

14.3. In any case, liability is excluded for production stops, loss of profit, non-use, losses from contracts, pure financial losses and any other economic or indirect consequential damage that may result from possible defects or malfunctions of the delivered goods.

14.4. Accordingly, the Supplier is not liable in the event of force majeure or accident.

14.5. In the event of resale or transfer upon other title of the goods, the Buyer shall be obliged to use the aforementioned disclaimer and to oblige the new purchaser to use this disclaimer against any further purchasers. In the event of breach of this obligation, the Buyer shall indemnify and hold the Supplier harmless in the event of claims and reimburse all expenses incurred by him, unless otherwise provided by mandatory provisions.

14.6. In the event of non-compliance with the installation instructions (such as those contained in the operating manual) or official approval conditions, liability for damages is excluded

14.7. If contractual penalties have been agreed, any further claims from the respective title are excluded.

15. Force Majeure Clause

15.1. "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment ("the Affected Party") proves:

- a) that such impediment is beyond its reasonable control; and
- b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
- c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

15.2. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause, and the Affected Party only needs to prove that condition (c) of paragraph 1 is satisfied:

- a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- c) currency and trade restriction (also due to epidemics or pandemics), embargo, sanction;
- d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
- e) plague, epidemic, natural disaster or extreme natural event;
- f) lack or shortage of supply of raw or processed materials;
- g) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- h) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

15.3. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.

15.4. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party.

15.5. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

16. Intellectual property rights and copyright

16.1. If a product is manufactured by the Supplier on the basis of design information, drawings, models or other specifications of the Buyer, the Buyer shall indemnify and hold the Supplier harmless in the event of any infringement of intellectual property rights.

16.2. Execution documents such as plans, sketches and other technical documents as well as samples, catalogues, brochures, illustrations and the like shall always remain the intellectual property of the Supplier and are subject to the relevant legal provisions regarding reproduction, imitation, competition etc.

16.3. The Supplier grants the Buyer and, if applicable, its affiliated companies and/or end users a non-exclusive, unlimited, worldwide and free-of-charge right to use the software. The transfer of use and assignment of use of the source code is expressly excluded from this.

17. Data protection and confidentiality

17.1. The Buyer acknowledges and agrees that Alpitronic may collect, process and use data from the devices for the purpose of executing the contract and for the purpose of product optimisation, further development and product monitoring. Alpitronic shall process the data in accordance with the European Data Protection Basic Regulation (EU) 2016/679 of April 2016. The Buyer is informed that the owner of the data processing is alpitronic and that the Buyer's data shall be processed and/or shared with third parties in relation to the execution of the contract in accordance with the above-mentioned legal standard. The Buyer may exercise his rights as set out in article 15 - 22. of the European Data Protection Regulation (EU) 2016/679. The buyer can find the complete data protection declaration of alpitronic GmbH at: www.alpitronic.it

17.2. The parties undertake to treat as confidential all information which may be derived from or obtained under the contract or which may come into the possession of the Buyer or any of its employees, servants or agents or sub-contractors and to take all necessary precautions to ensure that all such information is kept confidential by the Buyer, its employees, agents or sub-contractors.

18. Miscellaneous

18.1. If individual provisions of the contract are or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which comes as close as possible to the intended purpose.

19. Expert report

19.1. The parties agree that any decision on purely technical matters shall be taken by an expert appointed by the Court of Arbitration of the Chamber of Commerce of Bolzano, according to the rules of the expert procedure, and shall be binding on the parties.

20. Place of jurisdiction and law applicable

20.1. Without prejudice to the provisions of article 19 Expert report, any dispute arising between the parties concerning the interpretation, application and/or execution of the present contract shall be referred to the Court of Arbitration itself, in accordance with the Arbitration Rules of the Court of Arbitration of the Chamber of Commerce, Industry, Crafts and Agriculture of Bolzano. The decision is final and shall be taken by an arbitration panel of three arbitrators in accordance with the Arbitration Rules of the said Court. The language of proceedings shall be the English language.

20.2. For the appointment of the arbitration panel, the Parties expressly refer to article 15 and seq. of the mentioned rules.

20.3. The contract shall be governed by Italian law, taking into account the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Date

Signature

In accordance with and pursuant to article 1341 e 1342 of the Civil Code, the Buyer declares that he has read and understood the following points carefully and expressly accepts them:

- 2 Scope (limitation of defences)
- 4 Purchase Order and conclusion of contract (limitation of remedies)
- 5 **Calibration Law** (limitation of liability)
- 8 Prices (limitation of remedies)
- 9 Payment (limitation of remedies)
- 10 Retention of title (restriction of freedom of contract with third parties)
- 12 Transfer of risk and place of performance (limitation of remedies and limitation of liability)
- 13 Withdrawal from the contract (limitation of defences)
- 14 Liability of the Supplier (limitation of liability)
- 19 Expert report (arbitrator's report agreement)
- 20 Place of jurisdiction and law applicable (agreement on jurisdiction)

Date

Signature