

GENERAL TERMS AND CONDITIONS OF ENGINEERING OF DENGLER ENGINEERING GMBH

1. Offer and conclusion of contract

- 1.2 These General Terms and Conditions of Engineering shall apply but shall not be limited to the following services to be performed by the Contractor:
development, design and/or commissioning of any battery module and/or battery system or complete electrical drive train, and any consulting service provided in relation with any battery module and/or battery system or complete electrical drive train.
- 1.3 Every offer or order shall be subject exclusively to the General Terms and Conditions of Engineering as set forth hereinbelow.
- 1.4 Every offer submitted by the contractor shall be subject to change without notice. No order awarded shall be binding unless after its written confirmation by the contractor.
- 1.5 The General Terms and Conditions of Engineering defined below shall apply on an exclusive basis; no customer terms and conditions conflicting with or differing from these Terms and Conditions of Engineering shall be recognized by the contractor unless with the contractor's express and written consent to the validity thereof. These Terms and Conditions of Engineering shall also apply when the contractor performs any service for the customer without reservation while being aware of any customer terms and conditions conflicting with or differing from these Terms and Conditions of Engineering.
- 1.6 The Contractor shall reserve the ownership right and, where copyrightable, the copyright for any illustrated matter, cost estimate, drawing, costing or any other document. The transfer of any such document to any third party by the customer shall be subject to the contractor's express prior consent.
- 1.7 Any individual agreement made with the customer in a particular case (including any subsidiary agreement, supplement or modification) shall take precedence over these General Terms and Conditions of Engineering in every case. The contents of any such agreement shall be subject to a written contract or written confirmation issued by the contractor.
- 1.8 No legally relevant representation or notification (e.g., notices to set deadlines, reminders, notices of rescission) to be furnished by the

customer to the contractor after the conclusion of a contract shall be effective unless made in a written form.

- 1.9 These General Terms and Conditions of Engineering shall be applicable exclusively to business dealings with entrepreneurs, legal entities under public law, or special funds under public law as defined in section 310, subsection 1 of the German Civil Code (BGB).

2. Contractor's general obligations

- 2.1 The services provided by the contractor shall meet the generally accepted rules of technology, the principle of economic efficiency and the provisions of public law.
- 2.2 The contractor shall use the written instructions and suggestions given or made by the customer as a basis for the contractor's planning, and shall communicate any obvious or recognizable reservations regarding such instructions or suggestions to the customer without any delay.

3. Customer's claim for return

Any document prepared by the contractor for performing this contract including but not limited to any plan or drawing shall be surrendered to the customer after complete payment; and any such document shall become the customer's property. Any document made available by the customer for use by the contractor shall be returned to the customer by the latest after having performed the customer's order.

4. Copyright

- 4.1 The customer may use the documents for the project as indicated in the contract without the contractor's involvement. The same shall apply to the work performed.
- 4.2 The customer shall have a right of publication subject to indicating the contractor's name. The contractor shall be entitled to mention the customer as a reference customer in any publication.

5. Payments

- 5.1 Unless as otherwise defined in the contract, the contractor may request monthly payments on account on a prorated basis according to the progress of work.

- 5.2 Every invoice shall be due and payable without any deduction two weeks after its receipt.
- 5.3 Every amount of compensation indicated in the contract shall each be deemed net plus the statutory value-added tax as applicable at the time of performing the work. All payments shall be made in Euros.
- 5.4 Unless as otherwise defined in the contract, the customer shall pay any travel expenses, out-of-pocket expenses, and any other expenses incurred by the contractor within the scope of performing the work defined in the contract on an additional basis and as billed at actual cost.

6. Termination

- 6.1 If termination is due to any reason within the contractor's control, the contractor shall have no claim to any payment unless for the work performed until such termination and provided that such work is usable and has an independent value of its own.
- 6.2 In any other case, compensation shall be due to the contractor as agreed in the contract in spite of termination. Nonetheless, the contractor shall give credit for any expenses saved by the contractor due to contract cancellation and for anything the contractor either acquires or maliciously omits to acquire by using the contractor's working capacity otherwise.
- 6.3 Every notice to terminate shall be given in writing.

7. Liability and statute of limitations

- 7.1 Any liability arising from defects or warranty of title and any other claim made by the customer shall be subject to statutory provisions unless as otherwise agreed below.
- 7.2 If the contractor is liable for any culpable breach of the generally accepted rules of technology or for any other culpable failure to observe any of the contractor's duties under the contract, the contractor shall compensate for the damage to the plant and, where caused wilfully or by gross negligence, the full amount of any other damage. In other respects, the contractor shall be liable to the maximum amount of coverage provided by the contractor's liability insurance; such liability limitation shall not apply in the event of any culpable non-observance of essential duties under the contract; in such an event the contractor shall also be liable for any gross negligence committed by any non-executive employee and for any ordinary

negligence, while the latter case shall be restricted to the reasonably foreseeable contract-typical damage. This liability limitation shall not be applicable in the event of any culpable injury to life, body, health, any deficiency fraudulently concealed by the contractor, or within the scope of any promise of guarantee either. Finally, this liability limitation shall not apply if and where the contractor is liable for any personal injury or damage to property in any object used for a private purpose under the German Product Liability Act.

- 7.3 If any claim for damages is lodged against the contractor, the contractor shall be entitled to participate in damage remediation upon request.
- 7.4 The provision set forth in item 7 hereinabove shall have no effect on the statutory burden of proof.
- 7.5 Any claim made by the customer on any factual or legal ground whatsoever shall be statute-barred after twelve months. Any claim for damages pursuant to item 7.2 hereof shall be subject to the statutory time limits. Such time limits shall also apply to any defect in a structure or to any delivery item which has been used for a structure in accordance to its common usage and has caused a structure's defectiveness. The limitation period shall start with the completion of the last work to be performed under the contract but not later than upon the handover or delivery of the plant.
- 7.6 The customer shall be entitled to claim compensation for any loss or damage incurred by the customer due to any delay caused by the contractor, including but not limited to any date of delivery or performance firmly agreed with the customer. In the event of ordinary negligence, such compensation, for every full week of deadline overrun, shall amount to 0.5 % as a whole but shall not exceed a maximum of 5% of the partial or total net order not delivered on time as a consequence of any such delay. Notwithstanding any further claim for compensation pursuant to item 7.2 above, any additional claim for compensation based on culpable delay shall be excluded in the event of ordinary negligence.

8. Liability insurance

- 8.1 The contractor shall furnish evidence for having taken out a professional liability insurance. The contractor shall guarantee that insurance coverage is available in an amount adequate to cover any loss or damage arising from the contract.
- 8.2 Upon written request, the contractor shall transmit a confirmation issued by the liability risk insurer to certify the existence of such insurance cover to the customer.

9. General customer's obligations

- 9.1 The customer shall be aware and shall expressly acknowledge that compliance with the customer's duties to cooperate and/or provide material in accordance with the contract constitutes a basic prerequisite for the performance of any service by the contractor and is material to the contract. The customer shall be obliged to provide, in particular, any technical project documentation, customer-specific standard and project specification free of charge, completely and in good time as required for the performance of the contractual services by the contractor. Any decision which may be required on any content of the project shall be taken and communicated forthwith by the customer to the contractor. The customer shall be obligated to examine any written suggestion of modification made by the contractor without delay, and notify the contractor in writing and forthwith of the result of such examination.
- 9.2 The customer shall be obligated to inform the contractor without request about any circumstances or condition existing within the company if and where such information is important for the performance of the services by the contractor. In this regard, the customer shall provide any document or information as required for performing the project in accordance with the contract to the contractor without request and always in good time. If and where required for the project to be performed by the contractor, any official approval shall be obtained by the customer in good time, and the customer shall notify the contractor forthwith of any decision received from any public authority.
- 9.3 Reasonable extension shall be granted for the deadlines agreed upon the contractor's request if the customer should fail to meet the customer's duties to cooperate and/or provide material to the contractor in good time. The customer shall reimburse any additional costs which may result from any such failure to the contractor upon receiving evidence thereof.
- 9.4 The customer shall be entitled to request modifications to the performance deliverables to an extent which may be reasonably expected from the contractor at any time. In such an event, the contractor, upon a written request, shall notify the customer in writing and without delay about any consequence thereof in terms of technology, content, cost or time. The contracting parties shall agree by common consent to make a corresponding written amendment agreement. The contractor shall not be obligated and entitled to make the modifications requested unless after having concluded such an amendment agreement.

10. Secrecy

- 10.1 No contracting party shall use any document including any sample, model or data or any knowledge such party may obtain from the business relation unless for the common objects pursued, and every contracting party shall exercise the same diligence to keep such documents and knowledge secret from any third party as for such party's own documents and knowledge if designated as confidential by the other contracting party or if such party has an obvious interest in such secrecy.
- 10.2 Such obligation to maintain secrecy shall begin at the time at which any such document or knowledge is received for the first time, and shall terminate five years after the end of this business relation.
- 10.3 Such obligation to maintain secrecy shall not apply to any document or knowledge which is generally known or which had already been known to the contracting party without being under any obligation to maintain secrecy before its receipt, or which is disclosed thereafter by a third party entitled to such disclosure, or which is developed by the receiving party without using any document or knowledge of the other contracting party to be kept secret.

11. Place of performance, place of jurisdiction and final provisions

- 11.1 The place of performance and the exclusive place of jurisdiction, also for summary procedures relying entirely on documentary evidence and legal proceedings related to bills of exchange, applicable to both parties and to any claim, whether present or future, resulting from this business relationship, shall be the contractor's principal place of business or, at the contractor's option, the registered office of the branch establishment which concluded the contract provided that the customer is a merchant, a legal entity under public law or a special fund under public law.
- 11.2 No subsidiary agreement shall have been made, and no amendment to this contract shall be effective unless issued in writing. The foregoing shall also apply to the revocation of this agreement on written form.
- 11.3 The laws of the Federal Republic of Germany shall be applicable to the exclusion of the UN Convention on the International Sale of Goods.