

# Chem4Batteries GmbH

## General Terms and Conditions for the Supply of Goods and Services

### 1. Scope of Application

The following terms and conditions ("Terms") apply to all business relationships with our customers, including information and advice. These Terms shall also apply to future transactions with the customer unless otherwise agreed in writing. The customer's terms and conditions shall not apply, even if we do not expressly object to them.

### 2. Information; Product Characteristics

- 2.1 Information and advice are provided based on our experience and are non-binding.
- 2.2 Technical data, specifications and performance values are approximate and do not constitute guaranteed characteristics unless expressly agreed in writing. Test results and performance data are based on specific conditions and may vary depending on application and environment.
- 2.3 References to standards, technical rules, descriptions or illustrations in offers, brochures or advertising do not constitute a guarantee or agreed quality unless expressly confirmed in writing.
- 2.4 A guarantee exists only if expressly designated as such in writing.

### 3. Samples and Specimens

- 3.1 Samples, specimens, prototypes and other test materials are provided for illustration and testing purposes only. They do not constitute agreed product characteristics or guaranteed performance unless expressly confirmed in writing.
- 3.2 Such items may differ from production goods and may not be suitable for series production, certification or specific applications. Performance data derived from such items are indicative only and may vary under different conditions.
- 3.3 The customer shall not sell, transfer or otherwise make such items available to third parties.

### 4. Conclusion of Contract; Scope of Delivery

- 4.1 Our offers are non-binding and constitute invitations to place orders. A contract is formed only when we confirm the customer's order in writing (including by email) or upon delivery. Our order confirmation determines the content of the contract.
- 4.2 Any agreements, amendments or warranties must be made in writing. Oral agreements are not binding.
- 4.3 We do not assume procurement risk unless expressly agreed in writing.
- 4.4 The customer shall inform us in writing, before conclusion of the contract, of any special requirements relating to the goods.
- 4.5 If delivery or acceptance is delayed for reasons attributable to the customer, we may demand immediate payment, withdraw from the contract, or claim damages after granting a reasonable grace period.
- 4.6 If the customer delays issuing shipping instructions or requesting delivery, we may postpone delivery accordingly and charge any resulting additional costs.
- 4.7 In the event of a claim for damages, we may claim at least 10% of the net delivery price, unless the customer proves that no damage or a lower amount of damage has been incurred.

### 5. Delivery; Delivery Period; Default in Delivery

- 5.1 Delivery dates are only binding if expressly agreed in writing. Otherwise, delivery dates are non-binding estimates. Delivery dates are subject to timely and proper self-supply.
- 5.2 Delivery periods commence upon our order confirmation, but not before all details of the order have been clarified and all obligations of the customer have been fulfilled. If changes are agreed after conclusion of the contract, a new delivery period shall apply.
- 5.3 We are entitled to make partial deliveries and to deliver before the agreed delivery date.
- 5.4 Delivery is deemed made when we notify the customer that the goods are ready for shipment.
- 5.5 If we are in delay, the customer must grant us a reasonable grace period for performance. If this period expires without remedy, the customer may withdraw from the affected part of the contract or claim damages in accordance with the liability provisions of these Terms.
- 5.6 Claims for damages due to delay are limited to 10% of the net delivery price of the delayed goods.
- 5.7 We shall not be in delay if the customer is in breach of its obligations, including obligations under other contracts.
- 5.8 If the customer does not provide transport or shipping instructions in time, we may arrange shipment at the customer's risk and expense.

### 6. Force Majeure; Self-Supply

- 6.1 We are not liable for delays or non-performance if we are not supplied correctly or on time by our suppliers or if performance is prevented by events beyond our reasonable control (force majeure), provided we are not responsible for such events. Force majeure includes, in particular, strikes, lockouts, governmental actions, shortages of materials or energy, transport disruptions and operational interruptions. We will inform the customer without undue delay of such events.
- 6.2 In such cases, delivery periods shall be extended for the duration of the hindrance. We may also withdraw from the affected part of the contract if the hindrance continues.
- 6.3 If a binding delivery date is exceeded due to such events and performance becomes unreasonable for the customer, the customer may withdraw from the affected part of the contract after granting a reasonable grace period. Further claims of the customer, in particular claims for damages, are excluded in such cases.

### 7. Shipping; Transfer of Risk

- 7.1 Unless otherwise agreed, shipment shall be at the customer's risk and expense. We may choose the method and route of transport. We are not obliged to insure the goods unless expressly agreed. Unless otherwise agreed, EXW (INCOTERMS® latest version) shall apply.
- 7.2 The risk of loss or damage passes to the customer upon handover of the goods to the carrier or, at the latest, when the goods leave our premises.
- 7.3 If shipment is delayed for reasons attributable to the customer, risk shall pass to the customer upon notification that the goods are ready for shipment.
- 7.4 The customer shall provide suitable transport means unless otherwise agreed.
- 7.5 Once the goods have been accepted without objection by the carrier, our liability for improper packing or loading shall be excluded.

### 8. Defect; Inspection; Warranty

- 8.1 The customer must inspect the goods and services without undue delay upon delivery or performance. Obvious defects must be notified within 12 days, and hidden defects without undue delay after discovery. Failure to notify defects in due time excludes warranty claims.
- 8.2 Before processing or using the goods, the customer must verify through appropriate testing that they are suitable for the intended application.
- 8.3 Goods shall be deemed approved if they are processed, combined, or resold.
- 8.4 The warranty period is one year from delivery, unless mandatory law provides otherwise.
- 8.5 Further claims, in particular claims for damages, shall only exist in accordance with the liability provisions of these Terms.
- 8.6 No warranty is given for defects resulting from (i) incorrect or improper use, (ii) installation not in accordance with instructions or the state of the art, (iii) natural wear and tear, (iv) excessive use or unsuitable operating materials, (v) external influences not corresponding to normal operating conditions, and (vi) specifications, materials or instructions provided by the customer.
- 8.7 No warranty is given for prototypes, development samples or experimental products except as expressly agreed.
- 8.8 Minor technical deviations that do not materially affect functionality do not constitute defects.
- 8.9 The customer shall bear additional costs arising from the relocation of the goods after delivery.
- 8.10 If defect complaints are unjustified, the customer shall reimburse our reasonable expenses.

### 9. Prices; Payment Conditions; Defense of Uncertainty

- 9.1 All prices are in EUR ex works or warehouse, plus applicable VAT. Payments shall be made from an account in the customer's name.
- 9.2 The customer shall bear any increase in freight costs occurring after conclusion of the contract.

9.3 Unless agreed otherwise, services not included in the agreed scope shall be executed on the basis of our general rates.

9.4 Unless otherwise agreed, invoices are payable within 30 days from the invoice date without deduction. We may require payment upon delivery.

9.5 In the event of late payment, interest shall accrue at 8 percentage points above the base rate. We reserve the right to claim further damages.

9.6 We may adjust prices appropriately if material, labour or other relevant costs increase after conclusion of the contract and delivery takes place more than two months later.

9.7 If the customer fails to meet payment obligations or if circumstances arise that raise reasonable doubts about its creditworthiness, we may suspend performance and require advance payment or security. If the customer fails to comply within a reasonable period, we may terminate the contract and claim damages.

9.8 The customer may only set off or exercise a right of retention with undisputed or legally established claims, unless the counterclaim arises from the same contractual relationship.

### 10. Retention of Title

10.1 We retain ownership of all goods delivered until all claims arising from the business relationship with the customer have been fully paid.

10.2 The customer may resell the goods in the ordinary course of business. In this case, the customer hereby assigns to us all claims arising from such resale up to the amount of our outstanding claims. We accept this assignment.

10.3 The customer shall remain entitled to collect such claims unless it is in default of payment. In such case, we may revoke this right and collect the claims ourselves.

10.4 The customer shall not pledge or assign the goods as security. The customer shall inform us immediately of any third-party access to the goods.

10.5 If the customer already has claims from the resale of the goods delivered or to be delivered by us to third parties, particularly based on factoring or similar financing arrangements, or other arrangements reached, based on which our current or future security interests pursuant to Section 10 could be prejudiced, the customer must notify us thereof immediately. In the case we shall be entitled to terminate the contract and to demand the surrender of the previously delivered goods.

10.6 In the event of breach of contract, in particular default of payment, we shall be entitled to reclaim the goods.

10.7 If the goods are processed or combined with other items, we shall acquire co-ownership in proportion to the value of the goods.

### 11. Supply of Services

11.1 We provide the services and deliverables ("Services") in accordance with the agreed specification in all material respects and with reasonable care and professional diligence.

11.2 Performance dates are non-binding unless expressly agreed otherwise.

11.3 We may modify the service specification where required by law or where the change does not materially affect the agreed scope. We will notify the customer of any such changes.

11.4 Development services are provided without guarantee of technical success unless expressly agreed. Prototypes, development samples and customized products are experimental in nature and may not comply with regulatory or safety requirements. They are not intended for series production, certification or safety-critical use unless expressly agreed in writing.

11.5 No guarantee is given that results obtained from prototypes or development work can be reproduced in series production. The customer is responsible for testing, validation and compliance with applicable laws and standards. We shall not be responsible for defects or performance deviations resulting from specifications, materials or instructions provided by the customer. No warranty is given for performance, durability or suitability for a particular purpose.

11.6 Services and development work shall be deemed accepted upon delivery unless the customer notifies material defects in writing within ten (10) working days. Minor deviations shall not prevent acceptance. Use of the deliverables shall constitute acceptance.

11.7 Where a contract includes both goods and services, the provisions relating to services apply to development, testing and consulting, and the provisions relating to goods apply to physical deliveries.

### 12. Exclusion and Limitation of Liability

12.1 We shall be liable without limitation for damages resulting from intent or gross negligence, for injury to life, body or health, and under the German Product Liability Act.

12.2 In the event of slight negligence, we shall only be liable for breach of essential contractual obligations (*Kardinalpflichten*). In such cases, liability shall be limited to the foreseeable, typical damage. In all other cases of slight negligence, liability shall be excluded.

12.3 The total aggregate liability shall be limited to the contract value.

12.4 The above limitations shall also apply to our legal representatives, employees and subcontractors and to all contractual and non-contractual claims, except in the cases set out above.

### 13. Intellectual Property Rights

13.1 All intellectual property rights, including in products, services, development results, methods, processes, analytical models, databases, tools, test setups and know-how ("Background IP"), shall remain our exclusive property.

13.2 All results, data, reports, analyses, developments and other outputs generated in the performance of the contract ("Results") shall remain our property unless expressly agreed otherwise in writing. The customer is granted a non-exclusive, non-transferable right to use the Results for its internal business purposes.

13.3 We retain the unrestricted right to use, reproduce and exploit any general know-how, experience, methods and techniques acquired or developed in the course of performing the contract, including for work with other customers, provided that no confidential information of the customer is disclosed.

13.4 Prototypes, development results and improvements shall remain our property unless otherwise agreed in writing.

13.5 If we perform work based on specifications provided by the customer, the customer shall indemnify us against third-party intellectual property claims.

13.6 All tools, equipment, test setups, laboratory processes and manufacturing resources used in the performance of the contract shall remain our property.

### 14. Place of Performance; Jurisdiction; Applicable Law

14.1 The place of performance for all contractual obligations shall be our place of dispatch.

14.2 Frankfurt am Main shall be the exclusive place of jurisdiction for all disputes. We shall be entitled, however, to take action against the customer at the customer's general place of jurisdiction.

14.3 The laws of the Federal Republic of Germany apply exclusively to all legal relations between the customer and ourselves, to the exclusion of the UN Sales Convention.

### 15. Insolvency; Suspension of Payments

15.1 If the customer applies for the opening of insolvency or similar proceedings, or suspends payments, we may terminate the contract with immediate effect or make further performance conditional upon advance payment or security. In such cases, all outstanding amounts shall become due immediately.

15.2 We shall be entitled to reclaim delivered goods in accordance with the retention of title provisions of these Terms. The customer shall not be entitled to resell, process or combine goods subject to retention of title. The customer shall, upon request, separate and identify goods subject to retention of title and provide information on their location.

### 16. Confidentiality

16.1 The customer shall keep confidential all non-public information received from us ("Confidential Information") and shall use it only for the performance of the contract. The customer shall impose the same obligations on its employees and subcontractors.

16.2 Confidential Information may only be disclosed if required by law or by a competent authority,

provided that the customer (to the extent permitted by law) informs us in advance and limits the disclosure to what is necessary.

16.3 We may collect and use information obtained from samples or products provided by the customer for testing on a perpetual, royalty-free basis as reference data, statistical information and test data, provided that such information is used only in aggregated or anonymized form.

16.4 Samples provided under the contract shall be treated as Confidential Information. The recipient shall not analyze, test, reverse engineer or disclose such samples except as expressly agreed in writing.

16.5 The customer agrees that we may use the customer's name, logo and a general description of the work for marketing purposes, provided that no Confidential Information is disclosed. Any customer statement (e.g. testimonial) shall require prior approval, not to be unreasonably withheld.

16.6 The customer may become aware of our suppliers, manufacturers, subcontractors, service providers or other commercial partners ("Supplier") and hereby acknowledges that the identity of such Suppliers constitutes Confidential Information. The customer shall not, without our prior written consent, directly or indirectly (i) contact, solicit, negotiate with, or engage any Supplier for goods or services that are the same as or substantially similar to those provided in connection with these Terms; (ii) circumvent or attempt to circumvent us in relation to such Suppliers; or (iii) assist any third party in undertaking the actions described above. This clause applies only to Suppliers whose identity is disclosed by or on behalf of us and does not apply to relationships demonstrably established by the customer prior to such disclosure. The obligations in this clause shall remain in effect for five (5) years from the date the Supplier identity is disclosed.

16.7 These confidentiality obligations supplement any separate confidentiality agreements between the parties.

16.8 These obligations shall survive termination of the contract.

#### **17. Compliance**

17.1 The customer shall comply with all applicable laws and regulations, in particular those relating to export control, sanctions, anti-corruption, anti-money laundering and financial crime.

17.2 The customer shall comply with all applicable export control and sanctions laws of the European Union and its Member States, in particular Regulation (EU) 2021/821 (EU Dual-Use Regulation), and shall not export, re-export, transfer or use the goods, services or related technical information in violation of such laws.

17.3 The customer shall not take any action that would cause us to violate such laws. The customer shall obtain all required permits, licences or approvals necessary for the import, export or use of the goods and services.

17.4 The customer represents that it is not subject to any sanctions or restrictive measures and that it will not make the goods or services available, directly or indirectly, to any sanctioned person or entity or for any prohibited purpose.

17.5 We may refuse to perform or suspend performance and/or terminate the contract with immediate effect if we reasonably believe that the customer is in breach of this clause or that performance would expose us to legal or regulatory risk.

17.6 The customer shall indemnify us against all losses, damages, costs and penalties arising from a breach of this clause.

17.7 The obligations under this clause shall survive termination of the contract.

#### **18. Final Provisions**

18.1 If our order confirmation refers to INCOTERMS (e.g. EXW), the latest version of INCOTERMS® shall apply unless otherwise agreed.

18.2 We may amend these Terms by notifying the customer in writing. The changes shall be deemed accepted if the customer does not object in writing within four (4) weeks after receipt of the notice. We will inform the customer of this consequence in the notice.

18.3 If any provision of these Terms is or becomes invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic intent of the parties.