

General Terms and Conditions of MaxSolar GmbH for the Provision of Technical Consultancy Services

1. General, scope of application

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") apply to all business relationships of MaxSolar GmbH, Traunstein, (hereinafter referred to as "MaxSolar") with contractual partners (hereinafter referred to as "Customer" or "Customers") if the Customer is an entrepreneur within the meaning of section 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law.
- 1.2 These GTC apply exclusively to contracts for technical advice to the Customer by MaxSolar in the areas of photovoltaics, storage technologies, charging infrastructure, other energy systems, taking into account the Renewable Energy Sources Act ("EEG"), the Energy Industry Act and other energy-related regulations, as well as the preparation of concept papers and bills of quantities (hereinafter "Technical Advice").
- 1.3 These GTC in their respective version shall also apply as a framework agreement to all future contracts for the provision of Technical Advice with the same Customer without MaxSolar having to refer to them again in each individual case; amendments to these GTC shall be notified to the Customer in writing and shall be deemed to have been approved if the Customer does not object to the amendment in writing. The Customer will be informed of this consequence when the changes are announced. The Customer must object to the changes in writing within six weeks of notification.
- 1.4 These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer shall not become part of the contract, even if MaxSolar is aware of them and does not separately object to their validity in individual cases, unless their validity is expressly agreed in writing. Silence shall not be deemed to be consent. This also applies if MaxSolar carries out the technical consultation without reservation in the knowledge of deviating terms and conditions of the Customer.
- 1.5 Individual agreements made with the Customer in individual cases (including ancillary agreements, supplements and amendments) always take precedence over these GTC. A written contract or written confirmation from MaxSolar shall be authoritative for the content of such agreements.
- 1.6 Legally relevant declarations and notifications to be made by the Customer to MaxSolar after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in writing to be effective.
- 1.7 MaxSolar provides Technical Advice exclusively for the Customer. Third parties are only included in the scope of protection/services if this is expressly contractually agreed.
- 1.8 References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

2. Offer, conclusion of contract, remuneration

- 2.1 MaxSolar's offers are subject to change unless they are expressly marked as binding.
- 2.2 The contract is concluded by the order form completed and signed by the Customer and the written confirmation by MaxSolar.
- 2.3 The scope of the Technical Advice owed under the contract is determined by MaxSolar's order confirmation including these GTC; MaxSolar does not owe any specific economic success. Verbal promises or agreements prior to order confirmation are non-binding and are replaced by the order confirmation unless they expressly state that they are binding. section section 1.5 of the GTC remains unaffected by this.
- 2.4 The Customer and MaxSolar are each entitled to request changes to the agreed scope of services in writing. After receipt of a change request, the Customer or MaxSolar will check the feasibility of this change and inform the other contractual partner of the result of the check in writing without delay. MaxSolar is entitled to charge the Customer for the expenditure it incurs insofar as the Customer's change request necessitates an extensive and time-consuming review. The contractual adjustments required for such a review or for a change to the agreed scope of services shall be specified in an additional agreement.
- 2.5 The Technical Advice shall be invoiced at the fixed price stated in the written confirmation or on the basis of the agreed time and material basis after completion of the service, unless a different invoicing and payment method is agreed in the written confirmation. In the case of Technical Advice on a time and materials basis, the working hours and travelling times incurred shall be invoiced at the hourly rates applicable at the time and the materials used shall be invoiced at the prices applicable at the time of the service. Other expenses, in particular travel, accommodation and overnight costs, shall be charged additionally. Estimated prices stated in the offer for technical advice on a time and material basis are non-binding.

3. Provision of technical advice by MaxSolar

- 3.1 MaxSolar shall provide the Technical Advice in accordance with the generally recognised rules of technology and legal regulations applicable at the time of conclusion of the contract. Unless otherwise stated or agreed, this shall also apply insofar as the Technical Advice relates to a project or object outside the scope of application of these regulations. Unless otherwise stated or agreed, calculations, designs, measurements and the like shall in principle be carried out with the aid of software in accordance with the functions and methods supported by the software used and the technical and legal regulations on which they are based. The Customer can obtain details of the software and its underlying methods from MaxSolar.
- 3.2 MaxSolar is entitled to have the services required for the execution of the contract carried out by third parties. However, MaxSolar itself always remains directly obligated to the Customer.
- 3.3 MaxSolar is not obliged to check any project or property-related information, specifications or similar provided by the Customer, such as, for example, compliance with the actual conditions on site, legal requirements or plausibility. This also applies if MaxSolar has inspected the Customer project or a related object, has attended or assisted in the determination of project or object-related data such as measurements or has inspected planning documents.

3.4 MaxSolar and its employees are not responsible for the Customer's construction planning and do not act as responsible specialist planners, specialist engineers, structural engineers or architects. MaxSolar and its employees are not authorised design draftsmen and are not entitled to sign approval plans or to release plans.

4. Cooperation obligations of the Customer

4.1 The Customer shall provide MaxSolar with all information and documents relating to its project that are necessary and required for the execution of the order in full, in good time and free of charge. Prior to the performance of the contractual service, the Customer shall, on its own initiative, draw attention to the special features of the planned project that are known to it and are relevant for the performance of the service.

4.2 It is the sole responsibility of the Customer to ensure and check that the information, details and documents relating to the Technical Advice provided by MaxSolar for the property or project correspond to the actual circumstances and are appropriate for the specific application intended by the Customer.

4.3 MaxSolar bears no responsibility for whether technical documents supplied to it by or on behalf of the Customer infringe existing copyrights, industrial property rights or other rights of third parties. The Customer shall be solely liable if the rights of third parties are infringed by the execution of its order. The Customer shall indemnify MaxSolar against all claims by third parties on account of such an infringement of rights on first demand.

4.4 Insofar as MaxSolar and its employees work at the Customer's premises, the Customer must also provide MaxSolar's employees or third parties commissioned by MaxSolar with access, free of charge, to all premises, installations (hardware, software, networks, etc.) and other work equipment required for the proper provision of the services by MaxSolar within the framework of normal operating hours and within the company's access regulations. If required, the Customer must also ensure that functional workstations are provided free of charge for the employees of MaxSolar or for third parties commissioned by it.

5. Dates, deadlines, default of acceptance

5.1 Dates or deadlines are only binding if they are agreed in writing.

5.2 If the Customer does not cooperate in time to meet deadlines or dates, the deadlines shall be extended by the period of the hindrance. This does not apply if MaxSolar is responsible for the delay. MaxSolar is not responsible for delays due to force majeure and events - such as strikes, lock-outs, official orders etc. - which make it more difficult or impossible for MaxSolar to provide the agreed services, even in the case of bindingly agreed dates and deadlines. This also applies if the aforementioned events occur at third parties commissioned by MaxSolar or their contractors/suppliers.

5.3 The statutory provisions shall apply to the Customer's default in acceptance. If the Customer is in default of acceptance or if it breaches its other duties to cooperate vis-à-vis MaxSolar, MaxSolar shall be entitled, without prejudice to its other rights, to withdraw from the contract or to claim damages in accordance with the statutory provisions, in particular after the unsuccessful expiry of a grace period set by MaxSolar. Further claims or rights remain reserved.

6. Rights of use to work results

MaxSolar grants the Customer a simple, non-exclusive, non-transferable and non-sublicensable right of use to the work results of all kinds (such as documentation, reports, planning documents, evaluations, drawings, programme material and the like) produced within the framework of the execution of the contract and the scope of services agreed therein, which have been made known to the Customer by MaxSolar, insofar as this is necessary for the purpose of the contract. The Customer may only use the result in full, not in part, and only for the contractually agreed purpose.

7. Terms of payment

7.1 The Technical Advice shall be invoiced at the fixed price stated in the offer or on the basis of the agreed time and material basis after completion of the service, unless a different invoicing and payment method is agreed in the offer.

7.2 All fees are subject to the applicable statutory value added tax.

7.3 Unless expressly agreed otherwise in the order confirmation, the entire remuneration shall be paid within fourteen (14) days of the invoice date and without any deductions. The date of receipt of payment by MaxSolar shall be decisive for the date of payment. Upon expiry of the above payment deadline, the Customer shall be in default; this shall also apply if he is not responsible for the delayed receipt of payment.

7.4 If the Customer is in default, MaxSolar is entitled to charge the Customer a reasonable fee of EUR 5.00 for each reminder, unless the Customer proves that the costs actually incurred are lower. If the due dates are exceeded or in the case of deferral, MaxSolar is entitled to demand interest on the due date or deferral at the rate of 9 percentage points per annum above the respective base interest rate, but at least 9 percent, as well as the flat rate in accordance with section 288 (5) of the German Civil Code (BGB) of EUR 40.00. MaxSolar expressly reserves the right to prove and assert higher damages caused by default. The claim to commercial interest on arrears (section 353 of the German Commercial Code [HGB]) remains unaffected vis-à-vis merchants. If partial payment has been agreed and the Customer is in arrears with a partial payment, MaxSolar is also entitled to suspend further performance of the service until the partial amount outstanding for payment has been paid in full. Clause 8.1 remains unaffected.

7.5 If the Customer is in default of payment, MaxSolar is entitled, without prejudice to further claims and rights, to extraordinarily terminate any existing deferral agreement and to make all claims due immediately.

7.6 The Customer may only offset a counterclaim that is undisputed, expressly recognised by MaxSolar or has been established as final and absolute by a court judgement. The Customer is only entitled to assert a right of retention if the Customer's counterclaim arises from the same contractual relationship and is undisputed, recognised by MaxSolar or has been established as final and absolute.

7.7 If circumstances exist which prove an impairment of the Customer's creditworthiness or the Customer's inability to pay and therefore jeopardise MaxSolar's claim to payment, MaxSolar may make outstanding services or deliveries dependent on an advance payment or provision of security by the Customer. If the Customer refuses to make the advance payment or provide security or fails to do so despite a deadline being set, MaxSolar is entitled to withdraw from the contract and to claim damages. If an application for insolvency has been filed against the Customer's assets or insolvency proceedings have been opened, there is also a right of withdrawal and compensation for damages.

8. Termination of contract

- 8.1 The contract can be terminated at any time with 30 days' notice to the end of the month.
- 8.2 The contract may be terminated by either party at any time for good cause in text form. MaxSolar is entitled to terminate for good cause in particular if (i) the Customer is in default with its cooperation or the performance is disrupted for more than three (3) months in total for reasons for which MaxSolar is not responsible; (ii) there is an unlawful attempt on the part of the Customer to falsify or influence the result of the order or the result is used unlawfully, e.g. misleadingly, by the Customer or its business partners; (iii) the Customer is in breach of the contract for more than three (3) months in total. (iii) insolvency proceedings are instituted against the Customer's assets or such proceedings are rejected for lack of assets; (iv) the Customer fails to pay an invoice due within a reasonable period despite a reminder.
- 8.3 In the event of termination of the contract for good cause on the part of MaxSolar, in the event of impossibility of performance resulting from the Customer's area of risk/responsibility and in the event of free termination on the part of the Customer in accordance with clause 8.1, MaxSolar shall retain the remuneration claim for the services provided up to that point. With regard to services not yet rendered by MaxSolar, it must deduct from the remuneration due for these the expenses which it acquires or maliciously refrains from acquiring by using the manpower elsewhere. MaxSolar is entitled to set the saved expenses in the above sense at a flat rate of 60% unless the Customer can prove higher saved expenses.

9. Liability, compensation

- 9.1 Insofar as MaxSolar, its legal representatives, employees or vicarious agents intentionally or grossly negligently breach an obligation, irrespective of the type and on the basis of which legal grounds, in particular from the underlying contractual relationship or in the event of the intentional or grossly negligent commission of a tortious act, MaxSolar shall be liable for the resulting damage to the Customer without limitation in accordance with the statutory provisions.
- 9.2 Insofar as MaxSolar, its legal representatives, employees or vicarious agents merely breach an obligation through simple negligence, irrespective of the type and on the basis of which legal grounds, in particular from the underlying contractual relationship or in the case of the simple negligent commission of a tortious act, claims for damages by the Customer against MaxSolar are excluded unless there is a simple negligent breach of an essential contractual obligation. In this case MaxSolar's liability is limited to the foreseeable damage typical for the contract. An essential contractual obligation in this sense is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and the observance of which the Customer regularly relies on and may rely on.
- 9.3 In the event of liability for simple negligence, MaxSolar's liability to pay compensation for damage to property and further financial losses resulting therefrom shall be limited to the amounts covered by its respective liability insurance, even if this involves the breach of material contractual obligations. The sum insured per damaging event is EUR 1,000,000 (one million) as a lump sum for personal injury and other damage (property damage and financial loss).
- 9.4 The above exclusions or limitations of liability shall not apply in the event of culpable injury to life, limb or health, or in the event of fraudulent concealment of a defect, nor shall they apply if a guarantee of quality is not fulfilled, nor shall they apply if liability exists under the Product Liability Act. The statutory rules on the burden of proof shall remain unaffected by the above provisions.

10. Final conditions

- 10.1 The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 10.2 The exclusive place of jurisdiction for any disputes arising from the business relationship with the Customer, including these GTC, is the place of business of MaxSolar in Traunstein (Local Court of Traunstein, Regional Court of Traunstein), insofar as the Customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law. The same applies if the Customer does not have a general place of jurisdiction in Germany or his registered office, place of residence or habitual abode is not known at the time the action is brought. However, MaxSolar is also entitled to bring an action at the Customer's general place of jurisdiction.
- 10.3. Should individual provisions of this contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of this contract. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.
- 10.4. There are no verbal ancillary agreements.