

General Terms and Conditions

I. Scope and contractual partner

1. The contractual partner within the meaning of these General Terms and Conditions is The Mobility House GmbH, St.-Cajetan-Straße 43, 81669 Munich, Germany. Management: Marcus Fendt, Daniel Heydenreich, Robert Hienz. Commercial Register: Munich District Court, HRB 195965 (hereafter referred to as TMH).

2. The business relationship between TMH and the Partner is governed exclusively by the following General Terms and Conditions in the version valid at the time of the order. Any contractual offers made by the Partner with reference to their own Terms and Conditions are hereby rejected.

3. No additional verbal agreements have been made. Third parties acting on behalf of TMH and who are not employees of TMH are not authorized to reach agreements deviating from these contractual terms and conditions or to offer any assurances. This also applies in case of subsequent changes and amendments.

II. General

1. Scope of service

The content and scope of the service to be performed by TMH is defined in the service description provided by TMH.

2. Delivery and shipment

a. Goods are dispatched from the warehouse to the curb at the delivery address specified by the Partner. In the event of cross-border delivery or service, the Partner bears any customs duties, fees, and other charges. The transfer of risk is determined by Section 3 of these General Terms and Conditions.

b. The delivery period for goods, services, or service provision is agreed individually or specified by TMH when the order is accepted. Unless a binding date has been expressly agreed, TMH does not guarantee a delivery date. If the Partner is not present on the delivery date despite prior notice and did not communicate this absence in advance with a notice period of 3 days, TMH is entitled to demand compensation for all extra costs incurred as a result, in particular for additional delivery attempts and storage costs.

c. The Partner may withdraw from the purchase if TMH culpably fails to meet a binding deadline or if TMH defaults for another reason and the Partner then sets an appropriate grace period for TMH to provide the service, without success.

TMH may provide installment deliveries, insofar as this can reasonably be imposed on the Partner.

3. Transfer of risk

a. The risk of accidental loss or accidental deterioration of the

goods is transferred to the Partner on handover, and in the event of a sales shipment on delivery of the goods to the forwarding agent, carrier, or other person designated to carry out the delivery.

The transfer of risk is the same if the Partner is in default of acceptance.

4. Prices, payment, and payment due date

a. The prices stated on the order form at the time the goods are ordered are decisive (subject to Section III). All listed prices are in Euros and include sales tax, but exclude any applicable delivery and shipping costs. Additional or special services are billed separately.

b. The costs for ordered services or goods are invoiced to the Partner after the goods have been shipped or the ordered service has been performed, unless specified in Section III or otherwise agreed.

c. If the Partner is in default of payment by receipt of a reminder after the due date or automatically so with the expiry of thirty days after receipt of the invoice, TMH reserves the right to claim damages for default, e.g. collection fees, default charges (EUR 40.00 default interest for companies in accordance with statutory regulations).

5. Retention of title

The delivered goods remain the property of TMH until payment has been made in full. The Partner is obliged to properly insure the items subject to TMH's retention of title (i.e. theft, fire, water damage and electronic equipment insurance). Proof of such insurance is to be provided to TMH upon request. In the event of damage, the Partner's insurance claim is transferred to TMH.

6. Liability

a. The Partner's claims to compensation for damages are excluded. This does not apply to the Partner's claims for damages arising from injury to life, body or health, or to liability for other damages resulting from a willful or grossly negligent breach of duty on the part of TMH, its legal representatives or agents. Furthermore, liability remains unaffected for the breach of duties, which are essential for the proper fulfillment of the contract, and on whose carrying out the Partner is entitled to rely on as a matter of course, as well as for fraudulently concealed defects. In the event of a slight negligent breach of these contractual obligations, TMH is only liable for the foreseeable damage typical for this type of contract, unless the Partner's claims for damages arises from injury to life, body or health.

b. Paragraph 1 also applies to the benefit of TMH's legal representatives and agents if claims are asserted directly against them.

c. The provisions of the Product Liability Act remain unaffected.

d. Liability for indirect and consequential loss and damage, such as lost profit, unrealized savings, interruption of operations, and third-party claims, as well as for consequential damage due to defects or damage arising from loss of data, is excluded to the extent permissible by law.

e. Temporary disruptions, restrictions, and/or interruptions to the ChargePilot Web Portal or TMH Customer Portal (e.g. due to maintenance work) are possible and are not considered a technical defect. They do not justify claims for compensation and/or damages.

f. The services owed by TMH under contract rely in part (see also Section III) on necessary communications infrastructure such as mobile or wired internet connections. TMH is not liable for damages that occur as a result of a disruption to the communications infrastructure and/or power supply. The same applies if the Partner engages third parties to install and/or configure the components and/or the vehicle has defects that make proper charging impossible, at least temporarily. The Smart Charging Controllers acquired by TMH only work in conjunction with the software provided by TMH. The charging infrastructure acquired by the Partner only functions if further prerequisites, which cannot be influenced by TMH, are met in connection with the software provided by TMH.

g. In compliance with the applicable statutory regulations, TMH is only liable for damages for which a sufficient causal relationship can be identified.

h. In the event of a loss of data for which TMH is responsible, TMH's liability is limited to the expenditure required to recover the data.

i. No liability is accepted for consequences arising due to changes made by the Partner or a third party to the software and/or charging infrastructure or due to improper handling or incorrect use of the software and/or charging infrastructure.

7. Claims for defects

a. The statutory warranty is provided in accordance with legal regulations.

b. The Partner must inspect the item without delay after delivery, to the extent feasible in the normal course of business. The item must also undergo a functional test where applicable. If the inspection or functional test reveals a defect, TMH must be notified in writing without delay. The Partner must treat the item with due commercial care. If no

such notification is provided, any liability for the defects of the item is excluded. The condition of the item is considered approved if TMH does not receive a notification of defects within 14 days after delivery of the item. Hidden defects that cannot be discovered within the specified time period can only be claimed against TMH if a notification of defects is received within one year after handover of the item.

c. TMH is not liable for warranty promises of equipment manufacturers.

d. The Partner must notify TMH in writing and describe the defect in as much detail as possible.

8. Limitation period for claims for defects

a. Claims for defects are subject to a limitation period of one year. If the Partner resells the item delivered by TMH in the course of their ordinary business operations, their rights of recourse under Section 478 of the German Civil Code (BGB) remain unaffected – in deviation from the period specified in sentence 1.

9. References

The Partner agrees to be named as a reference by TMH after an order has been placed. TMH is also entitled to use the Partner's logo on its own website and in marketing documents. This agreement can be revoked at any time without specifying reasons.

10. Transfer of contract

TMH is entitled to transfer this contract along with all rights and obligations to a company of its choice. If this contract is transferred to another company, the Partner is entitled to a special right of termination, which must be submitted to TMH within one week after written notification.

11. Force majeure

Obstacles to performance that are caused by force majeure or similar unforeseen events for which neither party is responsible, entitle both contracting parties to postpone the service owed under this contract for the duration of the hindrance for as long as fulfillment is impossible due to this situation, provided that one contracting party receives notification of this circumstance from the other contracting party within two weeks of the occurrence of the force majeure event. This does not apply for payments due under the respective contractual relationship.

12. Data protection/confidentiality

TMH requires its employees to comply with the provisions of the Data Protection Act. Further details on this can be found at "https://www.mobilityhouse.com/int_en/privacy-policy".

In addition, the contracting parties will treat as confidential any business and trade secrets of the other contracting party that they become aware of in the course of the business relationship, and after the business relationship has ended, unless one party releases the other party from this confidentiality obligation in writing.

This does not apply to disclosure to a court or an authority insofar as such disclosure takes place due to statutory obligations or by order of a court or an authority. Nor does this apply to documents, information and acquired knowledge for which, and to the extent that the Partner has consented in writing to such disclosure.

This obligation does not apply to information

(a) which was demonstrably known to the recipient when concluding the contract or subsequently becomes known through a third party, without violating a confidentiality agreement, statutory regulations, or official orders; or

(b) which is public knowledge at the time of entering into the agreement or subsequently becomes public knowledge, as long as this is not due to a breach of this contract.

13. Amendment of these Terms and Conditions

Unless otherwise specifically stipulated, TMH is entitled to amend or supplement these Terms and Conditions for ongoing contractual relationships as follows:

TMH will notify the Partner of any amendments or additions in writing at least four weeks before these take effect. If the Partner disagrees with the amendments or additions to the contractual terms and conditions, they may object to these with one week's notice to the date on which the amendments or additions are intended to take effect. The objection must be made in writing and must be sent either by post to The Mobility House GmbH, St.-Cajetan-Straße 43, 81669 Munich or by email, or by fax to: +49 89 4161430 80. If the Partner does not object, the amendments or additions to the contractual terms and conditions will be considered to have been approved by the Partner. TMH will specifically inform the Partner of the intended significance regarding their conduct when notifying the Partner of amendments or additions to the contractual terms and conditions.

III. TMH services

1. ChargePilot– the charging and energy management system

a. Scope of services, operation, and use
(1) TMH offers the Partner ChargePilot, TMH's charging and energy management system, subject to a separate agreement. This involves the sale of a service consisting of hardware and software.

(2) The Partner must protect the access authorizations assigned to them, in particular the access details required for the use of ChargePilot, from access by third parties and must not pass these on to unauthorized third parties. If there is a risk of misuse or unauthorized use of the certificate and/or access details for the Partner, e.g. due to a change in employees or organization, the Partner must inform TMH in writing without delay and ensure that the access details are changed straight away.

(3) With the exception of the non-exclusive rights of use for the software granted to the Partner for the duration of the contractual relationship, ownership and all rights including (insofar as these exist under applicable law) industrial property rights and supplementary ancillary copyrights to ChargePilot are retained by TMH or the relevant rights holders. The Partner is not entitled to provide third parties with access to the ChargePilot range of services and/or to enable third parties to use ChargePilot without the prior written consent of TMH. Any further use of ChargePilot, which goes beyond non-exclusive rights of use, is also not permitted.

(4) TMH is entitled to immediately block the Partner's access to ChargePilot if:

(a) the Partner violates the data or information security safeguards and/or the confidentiality of access rights;

(b) the Partner breaches the confidentiality agreed under (2);

(c) the Partner unlawfully transgresses the access rights granted under (3);

(d) the Partner attempts to gain access to TMH's intellectual property, such as the ChargePilot source code;

(e) there is a risk of damage to, or interference with, the systems of TMH or a risk of harm to other project participants or the general public;

(f) the processes carried out or data transmitted by the Partner via shared IT interfaces are in breach of applicable legal provisions or infringe the rights of third parties; or

(g) circumstances exist, which entitle TMH to terminate the contract without notice (see also Section III. 1. b (3)).

TMH will inform the Partner about the suspension of access, specifying the reasons for this decision. TMH retains the right to assert a claim for damages in addition to this. The Partner is obliged to continue paying the contractually agreed fee for the duration of the suspension.

b. Conclusion of contract, duration, default of payment, price adjustment, and termination

(1) The following applies to companies under the terms of Section 14 of the German Civil Code (BGB):

(a) The contract is concluded as a subscription for a period of 24 months.

(b) The contract starts on the date the Partner first uses the service provided by TMH and no later than 3 months after the delivery of the goods. If, due to a breach of the Partner's obligation to cooperate or other reasons for which the Partner is responsible, the start of the contract is further delayed after the expiry of these 3 months, the contract will start irrespective of the services not yet rendered by TMH. The above does not apply if TMH and the Partner have agreed otherwise in writing. At the start of the contract period, the costs outlined under Section III 1. c are due in full.

(c) Subject to Section III 1. b (2), the contract will automatically be renewed for a further 12 months after 24 months have passed, unless it is terminated one month prior to expiry of the initial period. Thereafter, the contract will be extended for an indefinite duration with a one month notice period (see also Section III 1. b (2)). (d) If the Partner is in default of payment, TMH is entitled to suspend the contractually agreed services until the Partner has fulfilled their payment obligations in full or until the parties have concluded a separate written agreement.

(e) In the event of the contract being extended, TMH is entitled to adjust the respective price list to changing market conditions, in the event of significant changes in procurement costs, changes in sales tax or in procurement prices. In the event of price increases that significantly exceed the regular increase in the cost of living, the Partner has a special right of termination, which they must assert in writing to TMH within 2 weeks after receiving written notification (see also Section III 1. b (2)). TMH will inform the Partner of this in writing in such cases.

(2) Notification of termination must be given in writing by sending an email to support@mobilityhouse.com or by post to The Mobility House GmbH, St.-Cajetan-Straße 43, 81669 Munich, stating the Partner's name and address, zip code, place of residence or business, and the desired date of termination. The right of both parties to terminate the contract without notice remains unaffected.

(3) Both TMH and the Partner are entitled to terminate the contractual relationship without notice for good cause. For TMH, good cause for termination of the contract exists in particular if the Partner is in default of payment for more than 14 business days, or if collection of receivables from the

Partner is not possible and TMH has set the Partner a deadline of 8 business days to remedy the situation without success. Good cause is also considered to exist if TMH is not able to continue providing the service. In the event that the Partner is at fault for the exceptional termination of contract, TMH reserves the right to demand compensation for the damages incurred by TMH as a result of the premature end to the contractual relationship and the fact that the service cannot be duly performed until the next practicable termination date.

c. Costs

The Partner must pay TMH for the service offered under Section III 1. in accordance with a separate agreement.

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