

GENERAL TERMS AND CONDITIONS

(GTC)

Preamble

The Terms and Conditions regarding the preliminary assessment, planning, setting up, and purchase of charging infrastructure at the Customer's Site ("hereinafter referred to as **GTC**") set out the phased process for installing the charging infrastructure, with each phase building on the previous one (hereinafter also referred to as "**CIS**") and contain the following component parts:

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| Part I | T&C General |
| Part II | Site Consulting Contract CIS (T&C Site Consulting) |
| Part III | Planning Contract CIS (T&C Planning) |
| Part IV | Execution Contract CIS (T&C Execution) |
| Part V | Purchase Contract CIS (T&C Purchase Charging infrastructure) |

The services set out in Parts II, III, IV, and V can be booked independently of one another. A separate contract is entered into with each individual service being commissioned, with those individual contracts being governed by the provisions of the respective applicable part of the GTC. Part I contains further terms and conditions, which are applicable in any event in addition to Parts II, III, IV, or V, provided that the respective Part does not contain any provisions to the contrary.

Any further services, such as the management and maintenance of the charging infrastructure, shall be provided on the basis of separate contractual terms and conditions.

I. T&C General

- 1. Scope of Application, GTC, Exclusion of any other Terms and Conditions**
- 1.1. Based on the GTC, Essent Retail Energie B.V. (hereinafter referred to as "**E.ON**" or "**we**") shall provide the following services, as set out in parts II to V of the GTC, for Customer (hereinafter referred to as "**Customer**" or "**you**").¹
- 1.2. E.ON enters into this Contract exclusively with traders. The GTC do not apply to consumers.
- 1.3. The T&C General apply to all contracts that refer to these GTC, unless any separate contractual provisions, particularly in parts II to V of the GTC, provide for something different.
- 1.4. In the event that there is a disparity between the specific provisions in parts II, III, IV, or V and the general provisions in part I, the specific provisions shall apply.

¹ E.ON and Customer are hereinafter also referred to as a "Party" or the "Parties".

1.5. The provisions contained in the GTC shall apply exclusively. Any terms and conditions of the Customer that are at variance, contrary or additional to these shall only be incorporated into the Contract if we have expressly agreed to them, and only to the extent agreed. This provision shall also apply in cases where we carry out work or provide services without reservation, being aware of the Customer's terms and conditions.

2. Entering into individual contracts; Validity of the offer

2.1. We will make an offer in respect of each respective service (hereinafter referred to as "**Order Form**") which is valid for 20 days.

2.2. Any such individual contract will be entered into by the Customer's acceptance and sign-off of the offer.

3. Amending these T&C

3.1. We shall be entitled to amend Parts I to V of the GTC, if

- (a) any of the provisions of the GTC should become invalid as a result of changes in the law, or
- (b) if any of the provisions of the GTC should become or are likely to become invalid as a result of a court decision, or
- (c) if the legal or factual situation changes, and such a change could not have been foreseen by E.ON or the Customer at the time the Contract was entered into

and where this would lead to an omission in the Contract or to the balance of the Contract being significantly disrupted. However, we are only entitled to make such an amendment, in the event that the changes in the law fail to restore the balance of the Contract or rectify any omission.

3.2. We will provide you with any proposed amendments to the GTC in text form, no later than 6 weeks before the proposed date of coming into effect. The Customer is deemed to have given their consent, if you do not notify us to the contrary before the changes come into effect. This provision about the deemed consent is something we will also alert you to specifically in any amendment proposal.

3.3. The GTC that are valid at the time of the Contract being entered into shall become incorporated into the Contract.

- 4. Scope of work; Use of subcontractors**
- 4.1. The scope of the work is set out in the work specifications in the GTC of Parts II to V, as well as the respective work specifications in the Order Form.
- 4.2. We may commission third parties to carry out work as part of this contract.
- 5. General duty to cooperate; Obligations of the Customer**
- 5.1. You shall support us and our contractors when providing their services. You must cooperate where this is reasonable and necessary for us to be able to perform our contractual obligations. In particular, you will notify us of any circumstances that could impede us in performing our obligations.
- 5.2. If we have queries regarding the performance of our contractual obligations, then you must answer these within a reasonable period, generally within 14 days. Should we incur additional costs as a result of any delays for which you are responsible, you will be liable for compensating these.
- 5.3. You must make available to us all information and documentation that is required for us to properly perform our contractual obligations, including in particular any site maps, information regarding cable routing and any necessary technical information regarding the undertaking.
- 5.4. You must notify us of any damage or defects in our work without delay.
- 5.5. You must provide us with any powers of attorney necessary in order to perform our services, including in particular the authorization to issue and accept declarations, to obtain information, and to make applications.
- 5.6. Any media required for the installation (water, energy) and materials must be provided by you free of charge.
- 5.7. You must accept deliveries of goods in connection with the provision of services during normal business hours on your premises. We will give you reasonable advance notice of upcoming deliveries.
- 5.8. Furthermore, you must allow our employees or third party contractors access to your factory premises, land and buildings to the extent necessary for the performance of the service and notify our employees or the third parties engaged by us in good time of any safety precautions or measures on your factory premises.
- 5.9. You must observe the currently valid Code of Conduct of the E.ON Group (hereinafter "CoC"). The current version of the CoC is available on the website of E.ON SE (<https://www.eon.com/en/about-us/corporate-governance/code-of-conduct.html>). Upon request, we will provide you with the current version of the CoC in text form.
- 6. Terms of payment; Due date; Set-off; Prohibition of assignment; Right of retention**
- 6.1. Invoicing shall be done after the respective services have been rendered.
- 6.2. Where the net value of the offer is EUR 50,000 or more, we shall be entitled to demand an advance payment.
- 6.3. Invoices are due for payment without deduction within 14 days after receipt.
- 6.4. Invoices and credit notes shall be sent in electronic form.
- 6.5. Any objections to the invoices must be made within 14 days of receipt of the respective document by e-mail to E.ON and must give reasons. Once that period has expired, you can no longer raise objections to the invoice, provided that the invoice contains a notification that this is the legal consequence.
- 6.6. You may only assign claims against us if we consent to this in writing. Such consent may only be refused if there are objective reasons for doing so and may not be refused unreasonably.
- 6.7. Any entitlement to set-off, retention or defense shall only arise if your counterclaims have been legally established, acknowledged or are undisputed.
- 6.8. All prices, fees or remuneration payments are subject to the statutory value added tax at the applicable rate, if applicable.
- 6.9. If, in connection with the performance of E.ON, services are required that exceed or are in addition to the scope agreed in the contractual basis, the respective offer or the GTC, E.ON shall be entitled to perform such services itself or have them performed by third parties. The Customer shall bear all costs arising therefrom in full. In addition, E.ON shall be entitled to apply a reasonable margin on such costs. E.ON reserves the right to determine the scope and necessity of such additional services at its reasonable discretion. The Customer shall have no right to refuse such services.
- 7. Exclusion of ordinary termination**
- 7.1. Unless provision is made for ordinary termination in part II, part III or part IV of the GTC, the option of an ordinary termination shall be excluded.
- 7.2. This does not affect the right to termination for cause.
- 8. Liability; Liability insurance**
- 8.1. Unless otherwise stipulated in this contract – and irrespective of the legal grounds – we shall only be liable for damages within the following limits:
- (a) In cases where we or our legal representatives, our employees or other vicarious agents acted in a grossly negligent manner or with intent, without limitation;
- (b) In the event that a material contractual obligation was culpably breached by us, our legal representatives or other vicarious agents without intent or gross negligence, limited to the damages that would have been

foreseeable and typical for the contract at the time the contract was concluded. Material contractual obligations are obligations, the performance of which characterizes the essence of the contract and on which the other Party may rely.

- 8.2. Beyond this, our liability shall be excluded unless this is contrary to mandatory Dutch law legal provisions.
- 8.3. The limitation of liability pursuant to sections 8.1 and 8.2 shall not apply to damage to body, life and health.
- 8.4. Insofar as there are no mandatory legal requirements to the contrary, the total liability amount for all cases of damage or loss per calendar year shall be limited to the lower of (i) one million euros (EUR 1,000,000) or (ii) one hundred percent (100%) of the net remuneration paid or payable by the Customer to E.ON under the relevant Offer in that calendar year. Indirect and consequential losses (including, without limitation, loss of profit, production, use, data, contract, or goodwill) are expressly excluded.
- 8.5. A Party may recover only once for the same damage under this Agreement and any related agreements.

9. Force majeure; Cost effectiveness

- 9.1. If, during the term of the contract, the economic, factual or legal circumstances change to such a significant extent, and not only temporarily, when compared to those prevailing at the time of conclusion of the contract, that one of the contracting Parties can no longer reasonably be expected to adhere to the contract under the agreed conditions, we shall jointly adapt the respective contract to the changed circumstances with the aim of restoring a balanced relationship between performance and consideration.
- 9.2. Should we fail to reach an agreement within a reasonable period of time despite mutual efforts, then both you and we shall have an extraordinary right of termination with respect to the respective contract with a notice period of three months to the end of the month.
- 9.3. If one of the Parties is prevented from performing its obligations under this contract in full or in part as a result of force majeure, war, industrial action, pandemics, orders from higher authorities or other circumstances which it is not in a position to avert or the averting of which cannot be achieved with a reasonable technical or economic effort, then these obligations shall be suspended until such time as these circumstances and their consequences have been eliminated.
- 9.4. Where an affected Party is prevented from performing its obligations and released from these as a result of force majeure, the other Party shall be similarly released from its corresponding obligations to the same extent. This shall not affect the validity of the contract.
- 9.5. This shall not affect the rights of the Parties arising from sections 6:75 and 6:258 of the Dutch Civil Code.

10. Legal succession

- 10.1. We shall be entitled to transfer our rights and obligations arising from the contract to a legal successor by way of singular succession at any time with your consent. You may only refuse such consent if there are doubts about the technical or economic capacity of the successor. We shall notify you without delay and in writing of any such assignment. With regard to an assignment to any of our affiliates you hereby consent. In cases of universal succession, in particular under transformation law, the statutory provisions shall apply. These provisions also apply to repeated legal successions.
- 10.2. You are not entitled to transfer the rights and obligations arising from the contract to a third party.

11. Limitation period

- 11.1. If you can assert claims against us for improper contractual performance on the basis of this contract, then any such claims shall become time-barred after a general limitation period of one year from the passing of risk, unless mandatory Dutch law provides otherwise. The transfer of risk shall be deemed to have taken place no later than after the expiry of six working days after the documentation of the respective measure or work has been transmitted by E.ON to the Customer.
- 11.2. The foregoing section 11.1 shall not apply in respect of claims for damages for injury to life, body or health or any losses caused by gross negligence or intent.

12. Confidentiality

- 12.1. The Parties are obliged to keep this Agreement and the information disclosed in connection with the negotiations and performance of the Agreement ("Confidential Information") secret and strictly confidential to third parties. The Parties will disclose the Confidential Information only to those who have reliance on knowing such information, provided that each Party ensures that its representatives such as executives, employees and alternates of the Parties, as well as the internal and external consultants and agents ("Representatives") comply with this Agreement as if they themselves were bound by this Agreement.
- 12.2. Confidential information includes, but is not limited to:
 - Trade and trade secrets, products, manufacturing processes, know-how, inventions, business relationships, business strategies, business plans, financial planning, personnel matters;
 - Any documents and information of the other Party (whether written, electronic, oral, digitally impersonated or otherwise) that is marked as confidential or should be considered confidential by the nature of the information or the circumstances of transmission;
- 12.3. Non-Confidential Information means information:
 - which were known or generally available to the public prior to disclosure by the other Party or become so at a later date without breach of any duty of confidentiality;

- which were demonstrably known to one Party prior to disclosure by the other Party and without breach of any duty of confidentiality;
 - obtained by a Party without use of or reference to the disclosing Party's Confidential Information; or
 - which are handed over or made available to a party by an authorized third party without breach of any duty of confidentiality.
- 12.4. If a Party is required to disclose some or all of the Confidential Information by applicable law, court or official orders, or by applicable stock exchange regulations, that Party shall, to the extent legally feasible and practicable, immediately notify the other Party thereof. The Parties agree to cooperate and will use all reasonable efforts to keep the scope of disclosure to a minimum and, if necessary, provide all reasonable assistance to the Party seeking a protective order against the disclosure of all or any part of the Confidential Information.
- 12.5. Any act or omission by an Representative which, if such act or omission had been performed by the represented Party, constitutes a breach by the Party of the obligations of this §12 shall be deemed to be a breach of the obligations by the Party concerned.
- 12.6. At the request of either Party, the other Party shall return or destroy all Confidential Information and documents in its possession of the other Party in connection with the Agreement, including copies thereof. Excluded from this are Confidential Information whose destruction or return is technically not possible, e.g. because it has been stored in a backup file due to an automated electronic backup system for the backup of electronic data. Notwithstanding the foregoing, each Party may retain a copy of the Confidential Information to the extent required by applicable law or under a stock exchange regulation.
- 12.7. The obligations of this Section 12 shall also apply after the termination of the Agreement for a further two (2) years.
- 13. Use of Trademarks and Designs**
- 13.1. During the term of this Agreement, each Party may advertise the cooperation between the Parties and, for this purpose, use the registered trademarks and designs of the other Party (hereinafter collectively referred to as "Registrations"). To this end, each Party grants the other Party a royalty-free, non-exclusive, non-transferable, and non-sublicensable right to use the Registrations (including any provided photographs, illustrations, and texts) for the purposes of this Agreement. The Parties hereby accept such grant subject to the terms of this Section.
- 13.2. E.ON shall be entitled to use the Customer's trademarks and designs only in the form and appearance corresponding to the respective Registration and the branding style guide provided by the Customer. The Customer may amend the branding style guide at its sole discretion, and E.ON shall implement any such amendment within a reasonable period specified by the Customer, but in any event no later than six (6) months after E.ON has been notified of such amendment in text form (including by email).
- 13.3. The depiction of the E.ON trademark must comply with the corporate design of the E.ON Group and the then-current guidelines published at <https://brand.eon.com/>.
- 13.4. Any use shall require prior approval by E.ON. The Customer shall provide E.ON with a sample of the intended use in text form in due time prior to such use.
- 13.5. Upon request, the Customer shall indicate that E.ON SE is the owner of all rights in the E.ON trademarks.
- 13.6. If the Customer engages a third party to create advertising material incorporating the E.ON trademarks, the Customer shall contractually ensure that such third party does not retain any such advertising material. Upon E.ON's request, the Customer shall provide evidence of compliance.
- 13.7. Neither Party shall use the other Party's Registrations in any manner that could adversely affect the validity of such Registrations and/or the reputation of the other Party. If either Party reasonably concludes that the other Party's use of the Registrations adversely affects or is likely to adversely affect the validity of the Registrations and/or the reputation of the Customer or E.ON as a company, the affected Party shall be entitled to demand that the other Party immediately cease any such use.
- 13.8. E.ON acknowledges that the Customer is the sole owner of the Customer's trademarks and designs and all rights arising therefrom, that such rights shall at all times remain the exclusive property of the Customer, and that E.ON shall not acquire any ownership rights in the Customer's trademarks and designs or any rights arising therefrom under this Agreement, except as expressly provided herein. E.ON shall not apply for or register the Customer's trademarks and designs or any similar marks within the European Union or elsewhere.
- 13.9. E.ON SE is the sole owner of all rights in the E.ON trademark and all associated goodwill. The Customer shall not contest the validity or ownership of the E.ON trademarks and designs or the E.ON trademark in any manner. Furthermore, the Customer shall neither directly nor indirectly apply for, register, or use, nor cause any third party to apply for, register, or use, any trademarks, domains, or other rights in signs identical or similar to the E.ON trademark.
- 13.10. Each Party shall indemnify, defend, and hold harmless the other Party from and against any and all product-related and general liability claims, actions, losses, damages, and expenses (including, without limitation, reasonable court and attorney fees) arising out of the use of the other Party's Registrations within or outside the European Union.
- 14. Publication / Advertising**
- Any disclosure of the business relationship with E.ON shall require E.ON's prior written consent. This requirement also applies to the publication of any data related to or arising from this contractual relationship with E.ON.

15. Data protection; Creditworthiness check

- 15.1. The Parties are each responsible for complying with the data protection regulations applicable to them.
- 15.2. We and our subcontractors shall use the personal data obtained in connection with the performance of this contract in compliance with the statutory provisions and within the framework of the data protection declaration of which the Customer has been made aware.
- 15.3. We reserve the right to carry out a credit check on the Customer.

16. Copyright

- 16.1. We shall grant the Customer a simple right of use for any copyrighted work or work results produced by us, including in particular any planning work. The Customer does not have a right to edit or make changes.
- 16.2. We shall be entitled to assign the rights of use to third parties, either in their entirety or in parts, to have them exercised and carried out by third parties, and to grant further rights of use to third parties.

17. Contact person

The relevant contact person for each individual contract shall be stipulated on the Order Form.

18. Place of jurisdiction and applicable law

- 18.1. The exclusive place of jurisdiction for any and all disputes arising in connection with this contract shall be the district court of Oost-Brabant, located in 's-Hertogenbosch, The Netherlands, without prejudice to either Party's right to initiate appellate or summary procedures, unless there is a mandatory statutory provision for a different place of jurisdiction.
- 18.2. This contract as well as the contractual relationship between E.ON and the Customer shall be exclusively governed by and construed in accordance with Dutch law, excluding any reference to its conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19. Final provisions; Form requirements

- 19.1. Unless expressly agreed otherwise in writing, all indications of delivery dates or performance periods are purely indicative and provided for general guidance only. They shall not constitute binding commitments, and E.ON assumes no liability for adherence to such indicative dates. E.ON shall use reasonable efforts to meet the indicated dates, but no guarantee or obligation beyond such efforts is assumed.
- 19.2. There are no ancillary oral agreements. Any modifications or amendments must be in text form.
- 19.3. In the event that any of the provisions of this contract should be invalid, this shall not affect the validity of

the remaining provisions. In such a case the Parties shall attempt to replace such an invalid provision with such a valid provision as most closely reflects the economic intent of the original provision. The same shall apply in cases of any omissions.

- 19.4. For the purposes of this Agreement, "written form" shall include, in addition to a document duly signed by hand as required by law, an electronically signed and electronically transmitted document, provided that a digital protocol of the document history (completion certificate) issued by the provider (e.g., Adobe Sign or DocuSign) ensures that the signatory is identifiable and any subsequent alteration of the data is detectable.
- 19.5. Where this Agreement requires compliance with "text form", text form includes, in particular, declarations by e-mail.

II. Site Consulting Contract CIS (T&C Site Consulting)

- 1. Subject matter of the contract; Inclusion of T&C General**
 - 1.1. In addition to these T&C Site Consulting our **T&C General** shall also apply.
 - 1.2. If you commission us to do a Site Consulting, then, in accordance with these T&C Site Consulting, we will analyze the suitability of your business location, your business premises or other premises (hereinafter referred to as: **"Site"**) in order to ascertain whether, to what extent, and in what manner of execution that Site is suitable for setting up charging stations for electrical vehicles (hereinafter referred to as: **" Site Consulting"**).
 - 1.3. Upon conclusion of the contract, we undertake to carry out the Site Consulting owed under this contract in a professional manner within the agreed scope of work pursuant to section 2. E.ON does not owe any success, in particular it may turn out after the Site Consulting has been carried out that the Site is not suitable for the installation of charging infrastructure.
 - 1.4. You are liable to us for payment of the remuneration as set out in section 6.
 - 1.5. The provisions of the law regarding contracts for services (Book 7, title 7 of the Dutch Civil Code) shall apply to the Site Consulting Contract CIS, unless this part II contains provisions that provide otherwise.
- 2. Scope of work; Conducting the assessment**
 - 2.1. Before conducting the Site Consulting, we will hold a preliminary meeting with you to determine your requirements with regard to the charging infrastructure and the information required for the on-site visit as defined in section 2.2. Following this we shall inform you which documents and records you need to provide us with in order to carry out the Site Consulting (hereinafter: "inspection documentation") (e.g. Site plan, cadastral map excerpt, cable or pipe plans, information on power generation facilities located on Site, etc.). Should you fail to submit the inspection documents requested by us within a reasonable period of time, but in any event no later than six (6) working days following the second request, we will carry out the Site Consulting on the basis of the state of affairs known at that time (without the outstanding inspection documents).
 - 2.2. The Parties will carry out a Site visit, if necessary together with employees of the responsible electricity grid operator. Potential installation sites will be analysed, existing transformer stations and the electrical sub-distribution will be checked where necessary and any required measurements will be carried out.
 - 2.3. On the basis of the preliminary discussion pursuant to section 2.1., the on-site visit pursuant to section 2.2. as well as the enclosed inspection documents, we

shall prepare a written record pursuant to section 4 and make this available to you.

- 3. Performance period**
 - 3.1. If our Order Form for the Site Consulting stipulates a period of time within which we plan to carry out the Site Consulting (hereinafter **"performance period"**), this performance period shall be non-binding. Delays may arise, for example, if it is necessary to coordinate an on-site appointment, to obtain information from third parties (e.g. network operators, installers, suppliers) or if the transmission of verification documentation is delayed, and this shall not constitute a delay default. This shall not affect section 2.1 sentence 3.
 - 3.2. However, we shall carry out the Site Consulting within a period of two years at the latest.
- 4. Recording of results**
 - 4.1. The Parties shall agree and determine the planning goals and fundamental basis no later than at the on-site visit as set out at section 2.2. These shall include in particular:
 - (a) The number and electrical power of the charging stations covered by the Site Consulting (hereinafter **"Customer Demand"**)
 - (b) Determination of the electrical and site-specific conditions
 - (c) Coordination of possible locations for installing the charging infrastructure and the resulting installation services (cable routing, civil engineering, etc.) but not more than 2 locations.
 - (d) Determination of the connection and transformer capacity (following the on-site visit, we and the responsible grid operator will agree on the connection capacity to be used as a basis for the Site Consulting)
 - (e) Development and coordination of a possible implementation concept on the basis of the Customer's needs, taking into account technical as well as economic circumstances.
 - 4.2. Minimum contents of the documentation (site description, needs assessment, implementation concept)
 - 4.3. We shall provide you with the planning objectives and principles defined pursuant to section 4.1 in the form of written documentation, which will have at least the following contents:
 - (a) a Site description and a summary of the needs assessment;
 - (b) a description of an implementation concept, explanations of official requirements and recommendations, explanations of grid connection and installations, such as grid-side expansion requirements, as well as a recommendation on how to proceed.

- (c) If you have already concluded a planning contract with us in accordance with our **T&C Planning** then the documentation will also include the defined planning and monitoring objectives.

5. Preparation of a quote for planning

- 5.1. When we provide the documentation set out in section 4.2, we will also include a binding offer for planning services, including a schedule of work and services (hereinafter referred to as "**Planning Offer**") if necessary.
- 5.2. If you accept this offer, this will conclude a planning contract between us and you in accordance with our T&C Planning.

6. Remuneration

- 6.1. The Parties agree that a fixed fee shall be due for the Site Consulting, to be agreed when the contract is concluded pursuant to section 1.1.
- 6.2. Any payment obligations for the Customer regarding the planning or installation services within the meaning of the **T&C Planning** and/or **T&C Execution** only arise after the respective contractual services have been commissioned by the Customer.

III. Planning Contract CIS (T&C Planning)

1. **Subject matter of the contract; Applicability HOAI (fees regulations for architects and engineers); Inclusion of T&C General**
 - 1.1. In addition to these T&C Planning, our **T&C General** shall apply.
 - 1.2. The Planning Contract CIS shall come into effect when you accept our Planning Offer within the meaning of section 5.1 of the **T&C Site Consulting** (after a Site Consulting has been carried out). A Site Consulting is a necessary prerequisite before the Planning Contract can be concluded.
 - 1.3. On the basis of that offer, we shall provide the planning services specified therein.
 - 1.4. You will be liable to pay remuneration in accordance with section 6.1.
2. **Scope of work; Planning and monitoring objectives**
 - 2.1. The scope of work is limited to carrying out those planning services and service phases listed in our Planning Offer. We shall be under no obligation to carry out any planning or service phases beyond that. Planning Offer
 - 2.2. The planning and monitoring objectives agreed between the Parties shall already be agreed at the time of commissioning and follow from the documentation pursuant to section II.4.3 of the **T&C Site Consulting**.
 - 2.3. Up to one (1) change requests by the Customer is inclusive, provided that these do not cause any significant additional planning effort on our part and the change requests relate to the same Site. Where a change request would be likely to require us to spend more than one full hour of additional time on it, that shall be deemed to constitute a significant additional planning effort.
 - 2.4. If it becomes apparent during the planning process that additional planning services or service phases are required beyond Section 2.3 (e.g. the provision of additional fire protection or environmental planning services), we shall submit a supplementary offer to you for the performance of any additional planning services. If you do not require a supplementary offer but rather commission any such additional planning work directly, we shall be entitled to additional remuneration on the basis of the additional time expended. In that case, the additional remuneration shall be determined pursuant to section 6.4.
3. **Quality**

The planning work complies with the state of the art at the time of acceptance and sign-off of the planning work.
4. **Schedule**
 - 4.1. Unless otherwise agreed, the schedule submitted together with the **T&C Site Consulting**, submitted pursuant to section 4.3, shall be non-binding.

- 4.2. We are not responsible for non-compliance with the schedule to the extent that this results from official delays (e.g. needing to provide of additional evidence), late feedback from third parties (e.g. network operators), requests for changes or breach of the duty to cooperate by the Customer, or delays caused by third parties (e.g. specialist experts).
5. **Provision of plans and documents**
 - 5.1. We will provide you with one copy of the complete plans and documentation after the installation services have been carried out (**T&C Execution**). However, this obligation does not give rise to any entitlement to receive the original documents, unless you are the legal owner thereof.
 - 5.2. If you terminate the Planning Contract prematurely or do not conclude an Execution Contract pursuant to the **T&C Execution** with us, within one month from the planning work having been accepted, then your entitlement to receive such documents shall only arise one year after receipt of your termination, or, in the case of no contract having been concluded, one year after the date of the acceptance and sign-off of the planning work.
 - 5.3. In cases of termination for cause, section 5.1 shall apply.
 - 5.4. We shall not be under any obligation to retain documents owned by you, which were required for the Site Consulting and/or planning (Site plans, other original documents, etc.) for longer than ten years after the last work provided by us has been accepted. However, we do have an obligation to offer you any documentation to which you still have any legal claim before destroying it.
6. **Remuneration; Payment terms**
 - 6.1. A fixed fee as specified and accepted in the Planning Offer shall be payable by you for the performance of the planning work agreed pursuant to section 1.2
 - 6.2. You must reimburse us for any charges from authorities (costs for planning application, etc.) or other expenses that we incur in the course of the Planning Contract.
 - 6.3. Where additional expert services are required that are not included in the planning work (e.g. expert opinions on fire safety or environmental matters, quantity surveying) (hereinafter referred to as: "**Third Party Services**"), the relevant experts or expert enterprises shall be engaged, following consultation between the Parties, in the Customer's name and at the Customer's expense, evidence of the expenditure to be provided.
 - 6.4. Unless otherwise agreed between the Parties on the basis of a supplementary offer, the remuneration for additional change requests within the meaning of section 2.4. shall be invoiced on the basis of full day (eight full time hours) and half day rates (four full time hours). The daily rates are specified in the submitted Planning Offer or bill of schedule of work and services. Other than that, any time expended that does not fall into

those categories (i.e. time expenditure of between 0 and 4 hours) shall be charged per full hour commenced. Where sentence 3 applies, the time expenditure determined on an hourly basis on the respective calendar day shall be added together to form one period of time, insofar as the time expenditures are charged at the same daily rate. The hourly rates are determined on a pro rata basis of the daily rates.

7. Termination

- 7.1. You may terminate the Planning Contract at any time up until such time as the planning has been completed. If we have already provided planning services at the time of receipt of the notice of termination, the remuneration payable by you shall be reduced to eighty (80) percent of the agreed fixed fee. If we have not yet provided any planning services, twenty (20) percent of the agreed fixed lump fee shall be payable.
- 7.2. Section 7.1 shall apply accordingly in respect of any supplementary services pursuant to section 2.4.
- 7.3. The actual costs for any Third-Party Services already commissioned pursuant to section 6.3 at the time of termination shall be reimbursed by you in full against proof. Any assertion of objections or defences by the Customer against the third party's cost claim shall be excluded with regard to our cost reimbursement entitlement under this section; however, we will assign our own claims against the third party to you at your request.
- 7.4. In cases of termination for cause, the following applies:
- (1) Both contractual parties may terminate the contract for a compelling reason without observing a period of notice. There is a compelling reason if, having considered all the circumstances of the specific case and having weighed the interests of both parties against each other, the terminating party cannot reasonably be required to continue the contractual relationship until the work is completed.
 - (2) A partial termination is possible; it must refer to a definable portion of the work owed.
 - (3) Following the termination, each contractual party may demand of the other party that it cooperate in jointly determining the status of the work. Where one contractual party refuses to so cooperate, or where it fails to attend a meeting agreed for determining the status of the work, or a meeting scheduled by the other contractual party within a reasonable period, the burden of proof concerning the status of the work as per the date of the termination will be incumbent on that party. This does not apply if the contractual party fails to attend due to a circumstance for which it is not responsible and of which it has notified the other contractual party without undue delay.
 - (4) Where a contractual party terminates the contract for a compelling reason, the contractor is entitled to demand only whatever remuneration covers the portion of the work performed up until the termination.
 - (5) The termination does not rule out the entitlement to demand compensation of damages.

8. Final assessment, and acceptance and sign-off

- 8.1. The work provided by E.ON should be formally accepted. For this purpose the Parties shall draw up an acceptance and sign-off report following the proper performance of all work and services to be provided by E.ON under the contract, including any additional work commissioned pursuant to section 2.4, if applicable, and that acceptance and sign-off report shall be signed by both Parties.
- 8.2. The work done by E.ON shall also be deemed to have been accepted if they are ready for acceptance and sign-off and you pay our final invoice unconditionally and in full.
- 8.3. The Parties shall be entitled to demand the individual acceptance and sign-off of certain parts of the commissioned overall performance, insofar as these are completed parts of the overall performance.

IV. Execution Contract CIS (T&C Execution)

- 1. Subject matter of the contract; Inclusion of T&C General**
 - 1.1. Our **T&C General** shall apply in addition to these T&C Execution.
 - 1.2. After acceptance and sign-off of the planning services within the meaning of the **T&C Planning**, we will provide you with an offer for the construction and installation of the charging infrastructure (hereinafter referred to as "**Execution Offer**"). The Execution Contract comes into effect with your acceptance of the offer.
 - 1.3. You will be liable to pay remuneration in accordance with section 4.
 - 1.4. The Execution Contract is subject to the German Dutch law on contracts to produce a work within meaning of Section 1, Title 12, Book7 of the Dutch Civil Code.
 - 1.5. The Execution Contract pursuant to these T&C Execution does not include the purchase of the charging infrastructure (charging stations, wallboxes, etc.). Together with the Execution Offer, the Customer will be supplied with an offer from us for the purchase of the charging infrastructure to be installed. The contractual terms for purchasing the charging infrastructure and other products are set out in the **T&C Purchase Charging Infrastructure**.
- 2. Scope of work; Changes**
 - 2.1. The scope of work shall be based on the schedule of work (bill of services) and services submitted together with the Execution Offer.
 - 2.2. You may request changes to the content and scope of the work in accordance with the following provisions.
 - 2.3. We will determine the additional expenditure resulting from the desired changes and send you a corresponding supplementary offer. Any such changes shall be carried out after the supplementary offer has been accepted. All adjustments to the services shall be documented in text form. You will receive a confirmation of the change requests by e-mail.
 - 2.4. If you do not accept the supplementary offer, we shall be entitled to reject the request for change.
 - 2.5. No changes or performance adjustments are possible with regard to components that have already been installed or delivered.
 - 2.6. We are under no obligation to install any charging infrastructure that you have procured yourself from third parties. However, upon prior separate offer, third-party hardware may be installed. In such case, E.ON shall be entitled to receive a handling fee, the amount and conditions of which shall be determined solely at E.ON's discretion and shall be reasonable. Any installation of third-party hardware shall be carried out strictly under the exclusion of any warranty, guarantee, or liability by E.ON for such third-party hardware. The Customer shall indemnify and hold

E.ON harmless from any claims, damages, or costs arising in connection with such third-party hardware.

- 3. Dates; Delay of acceptance and sign-off**
 - 3.1. Unless otherwise agreed, the schedule submitted together with the plans or the documentation pursuant to section 4.3 of the **T&C Site Consulting** shall be non-binding.
 - 3.2. We are not responsible for non-compliance with the schedule to the extent that this results from official delays (e.g. needing to provide of additional evidence), late feedback from third parties (e.g. network operators), requests for changes or breach of the duty to cooperate by the Customer, unforeseen circumstances on Site (e.g. obstacles to construction, such as unexpected hydrants or pipes), or delays caused by third parties (e.g. supply shortages).
 - 3.3. In the event that we culpably fail to meet agreed deadlines, you have to give us a reasonable grace period for performance.
 - 3.4. If acceptance and sign-off is delayed, the risk of loss or deterioration of our performance shall pass to you.
- 4. Remuneration; Payment plan; Cost escalation clause**
 - 4.1. You undertake to pay the unit prices set out in the Execution Offer or the schedule of work and services, for us carrying out the installation service in accordance with section 1.2.
 - 4.2. Our remuneration shall be invoiced on the basis of the quantity survey of services actually performed. The quantity survey shall be produced and signed jointly by the Parties.
 - 4.3. Where the net value of the offer is EUR 50,000 or more, we shall be entitled to demand an advance payment.
 - 4.4. The Parties may agree on a payment plan deviating from the section 4.3 above when concluding the contract.
 - 4.5. If the net purchase prices we have to pay for the materials required for the contract (in particular for components of the charging infrastructure, metals) or our labour costs should increase by more than 5 percent between the date the contract was concluded and the date of delivery, then we may demand that you negotiate an appropriate adjustment of the contractually agreed remuneration for the contractual materials concerned.
- 5. Putting it into service; Briefing; Documentation**
 - 5.1. The system shall be handed over fully functional with an acceptance and sign-off of the work.
 - 5.2. Following acceptance and sign-off of the system pursuant to section 9, you will receive all of the plans and documentation for the system pursuant to section 5.1 of the **T&C Planning**.

6. Retention of title

- 6.1. Until such time as payment for all claims arising from this contract has been made in full, any components of the charging infrastructure, additional parts and other components (hereinafter referred to as "**Retained Goods**") that have been delivered to the Customer's Site pursuant to this contract and which have not yet been firmly connected to the property for the purpose. E.g. firmly affixed to the ground (buildings, products of the soil) and (charging) equipment connected to a building for the purpose of its construction. Shall remain the property of E.ON Drive.
- 6.2. Any such Retained Goods must be treated with due care and must be appropriately insured against fire, water damage, and theft, at the Customer's own expense and for an amount corresponding to their value when new.
- 6.3. Should any such Retained Goods be seized by third parties, or in the event of third parties intervening in some other way, you must notify them of the fact that these are the property of E.ON and you must further notify us immediately in writing, so that we can assert our property rights. Should that third party be unable to reimburse us for any court costs or other costs incurred in connection with this, then you shall be liable for those costs.

7. Liability for defects; Remedy by way of subsequent performance; Limitation period

- 7.1. We are liable for any material defects and defects of title. However initially you shall only be entitled to remedy by way of subsequent performance. It is only once this has been unsuccessful twice that you shall be entitled to the other rights for defects provided for by statute (rescission, abatement of price, damages).

8. Termination

- 8.1. Termination for cause is governed by the following clauses:
 - (1) Both contractual parties may terminate the contract for a compelling reason without observing a period of notice. There is a compelling reason if, having considered all the circumstances of the specific case and having weighed the interests of both parties against each other, the terminating party cannot reasonably be required to continue the contractual relationship until the work is completed.
 - (2) A partial termination is possible; it must refer to a definable portion of the work owed.
 - (3) Following the termination, each contractual party may demand of the other party that it cooperate in jointly determining the status of the work. Where one contractual party refuses to so cooperate, or where it fails to attend a meeting agreed for determining the status of the work, or a meeting scheduled by the other contractual party within a reasonable period, the burden of proof concerning the status of the work as per the date of the termination will be incumbent

on that party. This does not apply if the contractual party fails to attend due to a circumstance for which it is not responsible and of which it has notified the other contractual party without undue delay.

- 8.2. (4) Where a contractual party terminates the contract for a compelling reason, the contractor is entitled to demand only whatever remuneration covers the portion of the work performed up until the termination.
- 8.3. (5) The termination does not rule out the entitlement to demand compensation of damages.

9. Final assessment and acceptance and sign-off

- 9.1. The work provided by E.ON should be formally accepted. For this purpose, the Parties shall draw up an acceptance and sign-off protocol to be signed by both Parties after the the charging infrastructure is first put into service in accordance with the regulations and the contract.
- 9.2. Minor defects do not entitle you to refuse sign-off.
- 9.3. If you fail to notify us of any defects that are noticeable at the point of sign-off and do not include a corresponding reservation in the protocol then you cannot assert any warranty rights in respect of such defects later.
- 9.4. The work of E.ON shall also be deemed to have been accepted and signed off if it is ready for acceptance and you refuse to cooperate in the formal acceptance and sign-off or use the charging infra-structure.
- 9.5. The Parties shall be entitled to demand the individual acceptance and sign-off of certain parts of the commissioned overall performance, insofar as these are completed parts of the overall performance.

V. Purchase Contract CIS (T&C Purchase Charging Infrastructure)

1. Subject matter of the contract; Inclusion of T&C General

- 1.1. Our **T&C General** shall apply in addition to these T&C Purchase Charging Infrastructure.
- 1.2. The Purchase Contract CIS governs the purchase of charging infrastructure (charging stations, wallboxes, transformers, etc.) and other products (hereinafter "**Object of Purchase**").
- 1.3. It is also possible to conclude the Purchase Contract CIS without the assessment, planning or execution services specified in the **T&C Site Consulting, T&C Planning** or **T&C Execution**.
- 1.4. The Purchase Contract CIS merely obliges us to procure and deliver the Object of Purchase. Any assessment, planning and execution work shall be carried out in accordance with the terms and conditions linked to in section 1.3.

2. Scope of work

The scope of work shall be as set out in the Order Form.

3. Remuneration; Prices

- 3.1. You shall be liable for the purchase price as agreed in the Order Form.
- 3.2. Unless otherwise agreed, all prices stated in the Order Form are exclusive of any insurance, delivery or assembly costs.
- 3.3. Management services, including but not limited to organisational support and related activities, are expressly excluded from the scope of this Agreement. Such services shall be subject to a separate offer. The Customer shall pay a handling fee for these services based on actual effort and at the rates specified in the separate offer. No provision of this Agreement shall limit or affect E.ON's right to full remuneration for such services.

4. Place of delivery/place of performance; Transfer of risk

- 4.1. The delivery of the Object of Purchase shall be made ex works to the specified delivery address (hereinafter "**Place of Destination**") unless something different has been agreed.
- 4.2. If you have engaged us to install the product (e.g. by entering into an Execution Contract governed by the **T&C Execution**), the risk of accidental loss and accidental deterioration for the ordered product shall pass to you upon unloading at the place of destination (INCOTERMS 2020 DPU - Delivery at Place Unloaded). If you have not tasked us with the execution, we shall only be responsible for the delivery of the goods at the place of destination, ready for unloading and duty paid; in this case the INCOTERMS 2020 DDP - Delivery Duty Paid shall apply.

4.3. The sections 4.1 and 4.2 above shall also apply to any partial deliveries.

4.4. You must take delivery of the products provided by us at the time the products are made available to you, failing which you will be delaying acceptance and sign-off.

4.5. If you have delayed acceptance and sign-off, or if you are in breach of any other obligations to cooperate in the acceptance, we may demand damages for any losses incurred, including any additional expenses, if applicable. The risk of accidental loss or accidental deterioration of the products shall pass to you at the latest at that point in time at which you have delayed acceptance and sign-off.

4.6. If you do not accept the delivered product and as a result of this, acceptance and sign-off is delayed, we shall be entitled to rescind the contract or to claim damages for non-performance after the expiry of a grace period of 14 days.

4.7. All deliveries may be made in parts. In the case of partial deliveries, partial sign-off and partial invoices shall be permissible.

5. Dates

5.1. The performance period for delivering the Object of Purchase shall commence to run upon conclusion of the contract. However, if an advance payment has been agreed, the performance period shall not begin before receipt of the agreed advance payment.

- 5.2. If a binding delivery date has been expressly agreed, that delivery date shall be reasonably postponed unless no later than 30 days prior to such delivery date
 - (a) all technical questions have been clarified in full; or
 - (b) we have received an agreed advance payment in full.

A delivery date shall only be deemed binding if it is expressly designated as a "binding delivery date" in the respective offer. Any other delivery dates stated in the offer are purely indicative and serve solely as non-binding guidance. E.ON shall use reasonable efforts to meet the indicated delivery dates; however, no guarantee or liability is assumed for compliance.

5.3. The performance deadline for the delivery shall be deemed to have been met if we have made the Object of Purchase available to you at the destination by the end of the delivery period.

5.4. Meeting the delivery deadline is subject to us receiving our own deliveries correctly from the supplier or its agents, particularly receiving the correct quantities on time and in a satisfactory quality. In the event that we do not receive our deliveries correctly, we shall be entitled to withdraw from the contract. Should we exercise our right to withdraw from the contract, then we shall notify you thereof immediately and will refund you any payments already made by you.

5.5. You shall only be entitled to withdraw from the contract on the basis of delivery delays, if you have granted us a reasonable grace period first.

6. Retention of title

- 6.1. Until such time as payment for all claims arising from this contract has been made in full, any Objects of Purchase (hereinafter referred to as "**Retained Goods**") that have been delivered to the Customer's Site pursuant to this contract and which have not yet been firmly connected to the property shall remain the property of E.ON. Any such Retained Goods must be treated with due care and must be appropriately insured against fire, water damage, and theft, at the Customer's own expense and for an amount corresponding to their value when new.
- 6.2. Should any such Retained Goods be seized by third parties, or in the event of third parties intervening in some other way, you must notify them of the fact that these are the property of E.ON and you must further notify us immediately in writing, so that we can assert our property rights. Should that third party be unable to reimburse us for any court costs or other costs incurred in connection with this, then you shall be liable for those costs.

7. Liability for defects; Remedy by way of subsequent performance; Limitation period

- 7.1. In the event of material defects and defects of title, the Dutch law statutory provisions shall apply with the following special features:
- 7.2. The obligation to inspect goods and notify us of any defects shall be assumed by you. Any obvious defects, i.e. visible defects in particular, of the delivered Objects of Purchase, including any transport damage, must be reported to us in writing immediately upon delivery, but in any event no later than 10 days after receipt, including a precise description of the defects complained of. Any hidden defects must be reported in writing immediately as soon as they have been discovered. If this deadline is missed, any warranty rights in respect of obvious defects shall be excluded.
- 7.3. Section 7.2. shall not apply if you have engaged us to install the product (e.g. by means of an Execution Contract governed by the **T&C Execution**).
- 7.4. In respect of all other defects, a limitation period (warranty period) of 12 months shall apply. The limitation period shall commence to run upon delivery (transfer of risk).
- 7.5. Warranty claims shall only arise if the proper use of the products is impeded by a defect and the defect was reported to us in writing immediately after it occurred or was discovered, but in any case within the warranty period. If any changes have been made to the products without our consent, this shall void all warranty claims. No warranty is given in respect of defects or damage resulting from improper use or for any wear parts.

7.6. A precondition for any entitlement of the Customer regarding claims for defects is that the specifications, notes, guidelines and conditions contained in the technical notes, assembly and operating instructions, as well as other applicable documentation for the individual products have been complied with during the planning, construction, assembly, connection, installation, commissioning, operation and maintenance of the products and that only recommended components have been used. Insofar as E.ON is responsible for the relevant work itself pursuant to the **T&C Site Consulting, T&C Planning** or **T&C Execution**, E.ON shall not be entitled to invoke an exclusion of defects pursuant to this section.

7.7. We do not provide a warranty in respect of any specific properties for any products; unless such a warranty is expressly provided in writing. Our liability is limited to any defects of the products themselves. In particular, you shall only be entitled to compensation due to any consequential harm caused by a defect if an expressly warranted characteristic is not present and where that warranty had been intended to exclude the risk of the consequential harm caused by the defect. Any further claims of the Customer on whatever legal grounds shall be excluded.