General Terms and Conditions of Business of Technagon GmbH

1. Applicability

1.1 The following General Terms and Conditions of Business (T&Cs) of Technagon GmbH, Brunnwiesen 38, D-94481 Grafenau, apply to the entire present and future business relationship between us (hereinafter: "us") and our customers, even if express reference is not made thereto.

1.2 Contrary terms and conditions of the customers are not valid and deviations from these T&Cs will not be accepted, unless their validity has been expressly agreed in an individual contract and in writing or we have given our consent in writing. We hereby expressly reject any counter-confirmations that deviate from these T&Cs. Auxiliary agreements are only binding if confirmed by us in writing.

1.3 Our offer is aimed exclusively at enterprisers as defined in Article 14 BGB (German Civil Code) (B2B). Accordingly, an enterpriser is any natural or legal person or a partnership with legal capacity that exercises its self-employed professional or commercial activity when concluding a legal transaction.

2. Conclusion of contract, cancellation of orders

2.1 Our offer is aimed exclusively at customers based in the European Economic Area (EEA), Switzerland and the United Kingdom (UK). Our products are also only delivered within the EEA, Switzerland and the United Kingdom (UK). Furthermore, our products are only intended for installation and use in the countries and regions named above.

A separate agreement is therefore required for the sale and delivery of our products to other countries outside the EEA, Switzerland and the United Kingdom. The same applies to the installation and use of our products in other countries. Customers who are not located in the EEA, Switzerland or the United Kingdom (UK), but are still interested in our products, are requested to contact us to discuss the details of such an agreement.

2.2 Unless expressly stated otherwise, our offers are without obligation and non-binding.

2.3 A contract is concluded only with our written confirmation of order. Insofar as the item, the scope of the order, the price or other conditions of our deliveries and services are described in more detail by us in the context of the order confirmation, this description alone is binding.

2.4 We expressly retain ownership and copyright to development documents, drawings and other documents. These documents may not be made available to third parties and must be returned to us without being asked. This applies in particular in cases where the customer does not place an order with us after receiving the relevant documents in the course of preparing our quotation.

2.5 The customer is bound by its confirmed order and is not entitled to cancel or revoke it. If we accept a cancellation as a gesture of goodwill, we shall be entitled to demand the agreed remuneration from the customer after deduction of the expenses saved, but at least 15% of the net order amount as damages. The customer shall have the right to prove that we suffered lesser damages. However, we are also free to prove higher damages.

3. Delivery, performance and transfer of risk

3.1 In accordance with Section 2.1 of these T&Cs, deliveries are only made within the EEA, Switzerland and the United Kingdom (UK), unless otherwise agreed in an individual contract.

3.2 The assembly, installation, commissioning and maintenance of our products are our responsibility only if these have been expressly agreed upon in text form.

3.3 Delivery deadlines are fundamentally non-binding, unless expressly agreed otherwise in writing. Advance payments and performances on the part of the customer must be provided on time and properly.

3.4 We are entitled to make partial deliveries if the contractual item is divisible or the product on which the order is based can be manufactured in parts, thereby enabling faster delivery. Additional costs will not be charged for partial deliveries arranged by us. However, if the partial delivery is made at the express request of the customer, the additional costs for the partial delivery are to be borne in full by the customer.

3.5 Unless otherwise agreed, shipping shall be at the risk and expense of the customer. In the absence of special instructions from the customer, we, as the customer's commissioned agent, shall determine the method of transport and the transport route. For this purpose, we shall take out transport insurance at the customer's expense in the amount of the value of the goods.

3.6 The risk shall be transferred to the customer as soon as the shipment has been handed over to the person carrying out the transport or the customer accepts the contractual item at our premises.

4. Disruptions of deliveries and performances / force majeure, default of acceptance

4.1 In the case of events or circumstances beyond our control that were unforeseeable for us, in particular events of force majeure, including but not limited to war or the threat and preparation of war, riots, terrorist attacks or the threat of terrorist attacks, revolts and revolutions, state bankruptcies, operational disruptions, shortages of raw materials, traffic disruptions,

strikes, lockouts, forces of nature, breakdown of public or private telecommunications networks, sovereign acts or expropriations, pandemics, epidemics and all other cases of force majeure that require a partial or complete suspension of work or compliance with official orders or laws, we are released from our obligation to perform for the duration of the disruption and to the extent of its effects. Furthermore, such events entitle us to withdraw from the contract in whole or in part, without the customer being entitled to compensation.

If we are released from our obligation to perform in accordance with the cases regulated above, we shall inform the customer immediately or as early as appropriate about this circumstance and refund any consideration already provided. If partial services have already been performed, only that part of the consideration that exceeds the partial performance shall be refunded.

If we have not withdrawn from the contract, the customer remains obliged to accept the ordered products and to pay the agreed purchase price despite the delay in delivery.

4.2 If the customer is in default with the acceptance of the service provided or offered or the acceptance of the products delivered, we shall be entitled to withdraw from the contract. In this case, we shall additionally have the right to claim compensation for damages. In particular, the compensation for damages also include the loss of profit for us. The assertion of further claims remains unaffected by this.

The right of withdrawal and the claim for compensation for damages do not apply if the delay was caused by circumstances for which the customer is not responsible. The customer is obliged to inform us immediately of any delays in acceptance or purchase.

4.3 Returns of products are only possible by prior agreement. If the return takes place without prior authorisation by us, our products returned to us will be stored at the customer's expense and risk.

5. Customer's obligation to cooperate

5.1 Insofar as on-site visits are necessary for the provision of our contractual performances, the customer shall grant us the appropriate access to execute the performances.

5.2 The customer shall provide us with all necessary and reasonable assistance during the preparation and execution of the performances. Beyond that, the customer shall guarantee that all occupational health and safety regulations are adhered to.

5.3 Before work is carried out on the customer's devices and/or programs, the customer shall independently back up all programs and data and store them on external data carriers. The customer shall make all facilities necessary for the performance of work on site available at its own expense. The customer shall be responsible for the necessary and prompt cooperation of the companies commissioned by or affiliated with the customer. This concerns above all the provision of all necessary performance prerequisites and information or data as well as the necessary support personnel. To that extent we shall bear no responsibility, in particular in the case of delays or performance disruptions due to lack of cooperation on the part of the customer. The customer shall provide for and/or make available all necessary system requirements. The customer shall provide the usage rights (licences) in the case that copyright-protected works of third parties are to be used and/or further processed or adapted. The customer shall, at its own expense, make all licences available that are to remain with the customer after completion of the work.

6. Acceptance of products and services, installation and commissioning

6.1 If the delivery of products is owed by us, the customer is not entitled to refuse to accept the products. Something different only applies if the product offered is not merely insignificantly defective. Reference is made to clause 4.2.

6.2 If the contractual item is not the delivery of a product, but a service (e.g. the development and manufacture of hardware and software or systems or the execution of service, maintenance or repair work on our products or third-party products), this service must be accepted within 12 working days of receipt of the completion notification, provided that there are no significant defects that entitle refusal of acceptance. A separate request for acceptance is not required. If acceptance does not take place within 12 working days, the service shall be deemed to have been accepted at the latest upon expiry of the deadline.

6.3 Upon completion of the installation of the product, its commissioning shall take place at the same time, irrespective of the time of its acceptance in accordance with clause 6.2.

7. Warranty

7.1 In principle, unless otherwise stipulated in these T&Cs, the statutory liability rights for defects exist. The place of fulfilment of the warranty for defects is our registered office, alternatively the place to which we delivered the product affected in accordance with the agreement.

7.2 In the case of new products and services, a shortened warranty for defects of 1 year applies from the time of the transfer of risk in accordance with clause 3.6 or from the time of acceptance in accordance with clause 6.2. In the case of repairs, the warranty for defects only refers to the spare part replaced or the component repaired.

The sale of used products (also "refurbished") shall only take place to the exclusion of any warranty for material defects.

7.3 Only our product descriptions and notes are deemed to have been agreed upon as describing the nature of the goods, but not other information, advertising or public statements. Therefore, for the question as to whether a defect exists, only the contractually agreed properties of the products, for example according to data sheets referred to at the conclusion of the

contract, shall be taken into account. Furthermore, the reference to technical standards serves as a description of services and is not to be interpreted as a guarantee of quality.

7.4 If the customer has a warranty right, we shall have the choice of whether the subsequent performance is executed by rectification or by subsequent delivery.

In the event of subsequent delivery, the customer shall replace modularly exchangeable products and parts of products (e.g. the charging module, the computer unit or display unit for charging stations and wall boxes) at its own expense and risk.

Even in the case of rectification, we shall be entitled to supply only spare parts and to refer the customer to self-help. The referral must be made in text form. If we refer the customer to self-help, the customer must inform us about the person or company that is to carry out the measure(s), their qualifications as well as the conditions or prices before the self-help and coordinate the self-help as such with us and obtain our approval. The customer is allowed to start with the self-help only when this has been done and we have given our approval in text form. The costs for the self-help instructed and approved by us will be covered up to the amount approved by us. If it should transpire that further or higher costs are incurred for successful rectification, the customer must inform us immediately and postpone further measures until we have given our approval in text form.

Unless otherwise regulated by law, the customer is generally not entitled to self-help.

7.5 We are expressly entitled to carry out any replacement of parts or the entire product in the form of the current series.

7.6 Furthermore, as part of the rectification, we are entitled to have any error analysis, repair and/or replacement carried out by a partner to be determined by us.

The customer is obliged to provide us with the log files for error analysis, as without them error analysis and thus troubleshooting is not possible.

The customer will be informed of the expected costs before an error analysis is carried out by us. We are entitled to charge a flat rate for our costs and to make the execution of the error analysis dependent on the payment by the customer of an advance in the amount of 50% of the expected concrete or flat-rate costs. Any advance payment will be refunded immediately in the event of a defect. If the error analysis shows that there is no defect, the customer shall be obliged to pay the costs previously communicated to the customer by us immediately upon receipt of a corresponding invoice .

The customer is free to prove a defect or lower costs than those assessed by us in any other way.

7.7 Claims for defects by the customer only exist if the customer has fulfilled its statutory inspection and notification obligations (Articles 377, 381 HGB (German Commercial Code)) without delay. Recognisable defects, for example in seals or gaskets, must be reported immediately after the transfer of risk in accordance with clause 3.6.

If the goods are intended for installation or further processing, an examination must be carried out at the latest before installation or processing.

In the event that the customer fails to carry out or does not comply with its obligation to inspect and/or report defects immediately, we shall not be liable for the defect that is not reported or not reported in time or not properly reported in accordance with the statutory provisions.

7.8 We do not assume any liability for defects and damage resulting from unsuitable and improper storage, assembly, installation, operation, use, handling, non-observance of appropriate instructions for use, overuse, overvoltage or inadequate care and maintenance.

Operating and/or maintenance instructions provided as well as all product descriptions and notes must be strictly observed (available at https://technagon.de/). In the event of non-compliance, we also assume no warranty.

Warranty claims against us are also excluded if changes, modifications, conversions, independent repair attempts or other unauthorised measures have been carried out on the products by the customer or by another unauthorised third party that have not been agreed with us and not approved by us. The exclusion of the warranty does not apply to repair attempts agreed with us in text form.

Wear and tear damage is generally not covered by the warranty for defects. The warranty therefore also does not apply to wear damage and wearing parts, especially with regard to friction materials.

Thus, all abrasion and defects caused by normal wear and tear are expressly excluded from the warranty.

In the case of charging stations and wall boxes, wearing parts or wear damage include, for example, damage to the charging socket, plug or locking actuator, contamination of the lock, changes in brightness of the LED lighting or changes in the length of the spiral cables or changes in the colour of the plastics due to ageing, soiling of the filter mats and scratched foils.

As a precautionary measure, it is expressly declared that no assurance can be given of the compatibility of every giro, EC, debit or credit card as well as every RFID system.

7.9 The customer is obliged to check the status of the software installed in the products supplied by us before commissioning and, if necessary, to install the latest software version immediately before commissioning. Even after the commissioning of our products, the customer is obliged to continuously check for software updates and to install all updates provided without delay.

Without installation of the software updates provided, an error analysis and defect rectification in accordance with clause 7.6 may not be possible and we will be released from all warranty claims.

The latest software and software updates are available online at https://technagon.de/service/

The provisions in Clause 8 shall remain unaffected.

7.10 In the event of asserting warranty claims, the customer alone shall bear the burden of proof for all prerequisites for making claims, in particular for the defect as such, for the existence of the defect at the time of handover or delivery or transfer of risk, for the time of determining the defect and for the promptness of the notification of the defect.

8. Exclusion of an obligation to update goods with digital elements and software

8.1 We assume no obligation to update goods with digital elements, digital products or software, including updates, unless expressly agreed in writing.

8.2 In accordance with clause 8.1, we do not guarantee regular updates. Any updates are made at our discretion and on a voluntary basis and do not constitute a binding commitment for the future.

8.3 The lack of updates does not constitute a material defect of the goods delivered.

9. Limitation of liability

9.1 We are liable in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent as well as in the event of culpably caused injury to life, limb or health in accordance with the statutory provisions.

In cases of gross negligence, however, our liability is limited to the contractually typical, foreseeable damages, unless another exceptional case mentioned in this clause exists at the same time.

In all other respects, we are only liable under the Product Liability Act, due to the culpable breach of cardinal duties (cardinal duties are duties whose fulfilment is essential for the proper execution of the contract in the first place and on whose compliance the contractual partner may regularly rely) or insofar as we have fraudulently concealed the defect or assumed a guarantee for the quality of the goods.

However, the claim for compensation for damages for the breach of essential contractual obligations is limited to the foreseeable and contractually typical damages, unless another exceptional case mentioned in this clause 9.1 exists at the same time.

9.2 The provisions of clause 9.1 above apply to all claims for compensation for damages (in particular for compensation for damages in addition to performance and compensation for damages in lieu of performance), regardless of the legal grounds, in particular due to defects, breach of obligations arising from the contractual relationship or tort. They also apply to the claim for reimbursement of futile expenses.

9.3 In the case of events or circumstances that are beyond our control and were unforeseeable for us, in particular in the event of force majeure, clause 4.1 shall apply accordingly.

9.4 Furthermore, we cannot be held liable for the loss of data. The customer alone is responsible for its data and the backup thereof.

9.5 Insofar as the assembly and installation or commissioning (cf. clause 3.2) has been agreed, we assume no liability for damages and disadvantages arising from the fact that a system of the customer or a part thereof had to be switched off during execution of the work or was not available in any other way, taking into account the above provisions.

However, the customer can expressly demand on its own responsibility that the work to be done is not carried out at certain times. Extra costs resulting therefrom shall be borne by the Customer.

9.6 We only assume liability for consulting services, etc., if this has been agreed in writing in advance.

9.7 A change in the burden of proof to the detriment of the customer is not associated with the above provisions in clause 9.

10. Payments, terms of payment, right of retention, set-off

10.1 Unless agreed otherwise, payments shall be made by the customer without deduction according to the progress of the work as well as the scope of delivery and performance at the latest within eight days of the invoice date. Payments shall only be deemed to have been made on the day on which we can dispose of the entire invoice sum.

10.2 Cheques will only be accepted on account of payment. The customer shall bear all expenses associated with the cashing of the cheque.

10.3 We are entitled to render appropriate advance payment invoices in consideration of the activities to be carried out.

10.4 The retention of due payments on account of any counter-claims or setting off against counter-claims by the customer is excluded as long as such claims on the part of the customer have not been acknowledged in writing or legally established. A right of retention can only be derived from the same contractual relationship from which our claim is asserted. This is based on the individual purchase and not on a possible summary in an invoice.

10.5 If the customer is in default of payment of an invoice, we shall have the right - notwithstanding the assertion of further claims for default damages - to charge interest at the statutory rate. In the case of default of payment, all our other claims against the customer shall be due for payment immediately with the forfeiture of all payment targets, discounts and bonuses previously granted.

10.6 In the case of clause 10.5, we shall have the right to demand payment in advance from the customer for our deliveries that are still outstanding or to withdraw from the contract.

10.7 We are entitled to assign the claims from our business connections. If the claims should have been assigned, then payments with discharging effect are to be made exclusively to the bank account of Coface Finanz GmbH, Isaac-Fulda-Allee 1, 55124 Mainz, to whom

we have assigned our present and future claims from our business connection.

We have also assigned our retention of title to this institute.

11. Retention of title

11.1 All products remain our property until the customer has paid all present and future claims arising from our business relationship in full.
This also includes the ancillary purchase price claims (default interest, default damages, etc.) that still arise in close connection with the goods delivered. If we deliver products in advance, we reserve ownership of the products delivered until the purchase price owed has been paid in full.

11.2 In accordance with clause 11.1, the customer is not entitled to sell, dispose of or encumber products until ownership of these products has been fully transferred to the customer. The customer may only resell the products subject to retention of title (also referred to as "reserved goods") in the ordinary course of business after prior agreement or our express consent given in text form. In this case, the customer assigns to us all claims in the amount of the invoice sum that arise from the resale and we accept the assignment now. The customer is further authorised to collect the claim. However, if the customer does not properly meet its payment obligations, we reserve the right to collect the claim ourselves.

11.3 In the case of the combination, mixing, processing or transformation of the goods subject to retention of title, this shall always be done in our name and on our behalf. If this takes place inseparably with another item that is not our property, we shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the other processed items at the time of processing.

11.4 If the customer is in default with the payment of the purchase price, we shall have the right to withdraw from the contract and to demand that the customer return the goods subject to retention of title, provided that we have unsuccessfully set the customer a reasonable period of time for payment. The requirement to set a deadline does not apply if it is dispensable under the statutory provisions.

If we demand the surrender of the goods subject to retention of title, this is not accompanied by a declaration of withdrawal; the withdrawal must be expressly declared. In the event of an isolated demand for surrender (without simultaneous withdrawal), we expressly reserve the right to withdraw.

11.5 As long as ownership has not yet passed to it, the customer undertakes to treat the goods subject to retention of title with care and to insure them sufficiently at replacement value and at its own expense against fire, water and theft.

11.6 The goods subject to retention of title may neither be pledged to third parties nor transferred as security until the secured claim has been paid in full.

11.7 The customer must inform us immediately of enforcement measures by third parties and other interventions by third parties, such as seizures or confiscations with regard to the goods subject to retention of title or the assigned claims, handing over the documents required for the objection, so that we can enforce our rights.

The customer must do everything necessary and reasonable for it to avert the danger. Insofar as it is appropriate to protect the goods subject to retention of title, the customer must assign claims to us at our request.

The customer is obligated to compensate us for all damages and costs (including court and solicitor's costs) incurred by us as a result of intervention measures against third-party attachments.

11.8 If the customer itself or a third party files an application for the opening of insolvency proceedings against the customer's assets, the customer must inform us immediately in text form.

An application to open insolvency proceedings against the customer's assets entitles us to withdraw from the contract and to demand the immediate return of the goods delivered and subject to retention of title.

11.9 At the customer's request we undertake to release the securities due to us to the extent that the realisable value of our securities exceeds the value of the claims to be secured by more than 10%. We shall have the right to select which securities to release.

12. Storage of data, data protection

12.1 All personal data or customer data will always be treated confidentially and in compliance with data protection regulations, in particular the GDPR. The personal data collected will be processed, used and stored in particular for the purpose of processing and executing the order. Your data may also be transmitted to affiliated companies and/or service partners and processed and used by them for the purpose of order processing.

12.2 In addition, we refer you to our privacy policy, which can be retrieved online at https://technagon.de/datenschutzerklaerung/.

13. Exclusion of liability for third-party links as well as third-party publications and information

13.1 Insofar as there are links to third-party webpages on our websites, we have no influence on their contents. Therefore, no guarantee and no liability can be assumed for these contents. The respective provider or operator of the pages is always responsible for the contents of these pages. At the time of linking, the linked pages were checked for possible statutory violations and recognisable infringements of the law. Illegal contents were not recognisable at the time of linking. However, permanent monitoring of the contents of the linked pages is not reasonable without concrete indications of an infringement of the law. Such links will be removed immediately if we become aware of infringements of the law.

13.2 We do not accept any liability for publications and information from third parties that, for example, advertise our products or refer to our products in any other way.

14. Applicable law and place of jurisdiction

14.1 All legal relationships between us and the customer are exclusively governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), unless otherwise provided for by mandatory legal regulations, in particular consumer protection regulations.

14.2 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this agreement is 94481 Grafenau.

15. Final clauses

15.1 We reserve the right to make changes to our website and these General Terms and Conditions of Business at any time. The customer's orders shall be governed by the T&Cs in force at the time the order is placed, unless a change to these terms and conditions is required by law or by order of the authorities.

15.2 If any provision of these General Terms and Conditions of Business is or becomes void or ineffective, the remaining provisions shall remain valid. The void or invalid provision shall be replaced by the relevant statutory provisions.