



## General Terms & Conditions of Sale

September 29, 2023

### Article 1. Applicability

1.1 All offers, order confirmations, and deliveries of products offered for sale by Super B Lithium Power B.V. (hereinafter: "Super B") are subject to these general terms and conditions of sale. The applicability of any other terms and conditions (such as the customer's general terms of purchase) is expressly excluded. Deviating stipulations and any general purchase conditions of the customer apply only to the extent that such deviating stipulation or purchase conditions have been expressly accepted by Super B in writing, and only for the agreement with regard to which they have been accepted. Any other general terms and conditions are explicitly excluded by Super B.

1.2 Accepting an offer and/or placing an order implies that the customer accepts the applicability of these general terms and conditions of sale.

1.3 Orders and changes thereto shall be binding for Super B only if they have been accepted and confirmed by Super B in writing. Super B reserves the right to refuse to carry out an order, without stating the reasons. Super B cannot be held liable for any direct or indirect damage arising from such refusal.

### Article 2. Offers/Agreements

2.1 All offers of Super B and the prices and conditions stated in those offers are always non-binding offers. Super B expressly reserves the right to revoke the offer or to change the prices at any given time, particularly when required to do so pursuant to statutory provisions or pursuant to price increased by its suppliers.

2.2 Illustrations, drawings, specifications of dimensions, and weight which forms the basis of the offer or order confirmation, shall as a rule only be seen as approximate values, insofar as they are not exclusively designated to be binding.

2.3 All offers of Super B are subject to subsequent correction in case of any errors, including typographical and clerical errors and errors in engineering.

2.4 An agreement between the customer and Super B is concluded subject to the acceptance of the customer's order by Super B. Super B is entitled to refuse orders and/or to attach certain conditions to the delivery. If an order is not accepted, Super B shall use reasonable efforts to notify the customer within five (5) working days of receiving the order and Super B shall immediately refund any amounts paid. Super B reserves the right to also refuse orders after five (5) working days of receiving the order.

### Article 3. Prices and payment

3.1 The prices quoted by Super B are exclusive of VAT. The prices are on an FCA Hengelo basis and exclusive of handling and dispatch costs and exclusive of possible taxes or other levies imposed by the Dutch government and/or the customer's government, such as taxes or import duties, unless stated otherwise in writing.

3.2 Payment will be made in full before delivery of products unless explicitly agreed differently in writing by Super B for a specific order.

3.3 If no payment has been made by the customer by the payment date mentioned on the invoice, the customer will be automatically in default and Super B will have the right to charge a late payment fine of 5% of the outstanding amount, plus statutory interest for every day that such late payment continues. All legal fees for collecting the outstanding amount shall be for the account of the customer.

3.4 If the customer is in default of any payment, Super B shall also be entitled to suspend its performance of that agreement and related agreements. The customer shall not be entitled to set off any amounts owed by Super B.

3.5 If the cost price or the prices at which Super B purchases parts, products, and/or services offered by third parties are subject to change between the day on which the agreement with the customer was entered into and the day of delivery, Super B shall be entitled (at its option) to increase the price accordingly or to cancel the order. Super B cannot be held liable for damage arising directly or indirectly from such amendment and/or cancellation. In the event of such a price increase, the customer is entitled to cancel the order free of charge within ten (10) days after Super B has announced the price increase.

3.6 Disputes between the customer and Super B regarding quality, delivery, or any other complaint submitted by the customer shall not entitle the customer to suspend payment.

### Article 4. Delivery

4.1 Delivery will be FCA Hengelo (Incoterm 2020) unless agreed differently for a specific order. Any delivery time frames communicated by Super B are for indicative purposes only. If Super B exceeds the delivery term, this does not give the customer any right to claim any compensation, nor does it give the customer the right to cancel the customer's order or to terminate the agreement, unless the delivery term has been demonstrably exceeded to such extent that the customer cannot reasonably be expected to honor the agreement. In that event, the customer is entitled to cancel the order and/or terminate the agreement by means of a written notice. Such cancellation or termination is subject to the customer returning any products already delivered to the customer to Super B at the customer's cost.

4.2 The cancellation of orders is subject to the written confirmation of Super B. In the event of cancellation, Super B shall be entitled to claim compensation of costs it had to make related to the order, such as but not limited to dispatch costs if the order was already dispatched but not collected or purchase of raw material or components that cannot be used for other customers. Any such costs shall be charged to the customer or set off from any amount already paid by the customer.

4.3 The ordered products are delivered to the address as indicated by the customer when ordering. If the customer wants to change the delivery address before the moment of dispatch, the customer must notify Super B of such a new address in writing. A change of address may be subject to administration costs and/or a higher handling fee and dispatch costs.

4.4 For our delivery, the durable transport crates can be used which have to be returned to Super B. The customer signs for receipt of the transport crates on the relevant consignment note. Super B remains the owner of the transport crates at all times. No extra costs will be charged for the return shipment of these transport crates, provided that the crates are presented for return shipment at the agreed time and place and in good condition mentioned in the quotation, agreement, and/or consignment note. If the crates are not presented on time for return shipment, the customer is legally negligent and will forfeit a penalty of €300.00 per crate. In the event of physical damage to the crates when they are presented for return shipment, the customer shall be required to compensate Super B for the actual damage suffered, unless the customer demonstrates that the physical damage was already present before or at the time of delivery to the customer. If the crates are not delivered back at all after the agreed time has elapsed and after Super B has sent a one-off reminder to that effect, Super B shall be entitled, in addition to the aforementioned fine, to charge the value of the transport crates to the customer and the customer shall pay this to Super B.

### Article 5. Retention of ownership

5.1 Ownership of the products that have been delivered to the customer shall not pass to the customer until the customer has paid the entire purchase price to Super B as stipulated in the agreement. Any risk in respect of the products shall pass to the customer at the time of delivery in accordance with the applicable Incoterm.

### Article 6. Warranty and liability

6.1 Upon delivery the customer is obliged to immediately verify whether the products have been damaged during transport. In the event that any such damage has arisen, the customer must notify Super B thereof as soon as possible, in any event no later than three (3) days of delivery, by means of an accurate, written statement, stating the damage and where possible a photograph. Failure to inspect the products and inform Super B within the stated time or the use of the products at any time shall be conclusive evidence that Super B has satisfactorily tendered delivery.

6.2 In the event that the customer demonstrates that any of the delivered products do not conform to the agreement, Super B (at its option, upon having received those products returned by the customer) has the option to either repair or replace such products by new products, or to refund the invoice value, exclusive of any dispatch costs.



6.3 Super B warrants that the products will be free from manufacturing defects. Super B grants a twelve (12) months limited warranty for damages caused by manufacturing defects starting at the time of delivery or unless explicitly agreed differently. This warranty excludes any defect to the Products resulting from (a) normal wear and tear, (b) short circuit, (c) overcharging, (d) deep discharging, (e) overheating of Super B product(s), (f) failure of the distribution network (g) installation or maintenance of the Super B product(s) by persons unskilled to work with electro-technical devices or components, (h) any other wrongful use contrary to the Super B's operation or maintenance manual or the safety instruction, (i) any use contrary to the specification of the product(s), (j) disassembly, modification or repairs not done by Super B, (k) any acts of force majeure or otherwise caused from the outside. Super B's sole and exclusive obligation under this warranty is the modification, repair, or replacement of the (defective part of) the products, at the sole discretion of Super B, and is limited to the territory of the Netherlands. Any costs incurred outside the modification, repair, or replacement will be charged separately to the Customer (if applicable: travel costs, man-hours, transport, installation, removal, etc).

The warranty period for parts of the products that have been modified, repaired, or replaced under the warranty, shall be limited to twelve (12) months from the date thereof unless the remaining part of the period mentioned in sub (a) is longer. The length of the warranty for such parts of the products shall, however, under no circumstances extend beyond two years after the completion of the first warranty work.

6.4 Except as specified in clause 6.3 Super B makes no warranty, whether express or implied, including without limitation any implied warranty of merchantability and fitness for a particular purpose or any warranty arising from any course of dealing, course of performance, or usage of trade and specifically disclaims any representation or warranty that the product will meet customer's requirements, perform any specific function or achieve the desired result other than expressly stated by Super B in writing.

6.5 Any liability to the customer, in any case, ceases to apply in the event that the customer fails to notify Super B of the existence of the defect within ten (10) days of having discovered the defect, in writing, in order to enable Super B to investigate the damage. Some of Super B's products electronically store usage data, including charging/discharging data, in order to enable Super B to analyse such data retroactively when investigating the damage.

6.6 To the extent that a court determines that the limitation of liability as meant in clause 6.6 cannot be invoked against a particular claim for damages by the customer, Super B's liability for loss of property, damage to property, and bodily injury (including death) caused by the application of those particular Super B products shall, in any event, be limited to the amount actually paid out by Super B's insurance company to Super B in accordance with the insurance cover of that insurance policy for that particular type of damage. Super B has taken out insurance against certain risks, as described in the respective insurance policies. These policies contain a usual limitation of insurance payment to be paid out to Super B if, and to the extent that, an event is a covered event.

6.7 Any liability of Super B for damage suffered by the customer is, in any case, limited to the invoice amount of the relevant products, unless such damage has been caused by gross negligence or willful misconduct of Super B. Super B can never be held liable for (a) damage caused by any of the circumstances mentioned in clause 6.3, leading to damage to the Super B products or to any other device connected to, or located near those products, or (b) any indirect and/or consequential damages of whatever nature, including but not limited to claims of third parties and loss of production, revenue, profits, goodwill, and/or business opportunity.

#### **Article 7. Liability**

7.1 Irrespective of any other conditions in this agreement, Super B's liability under this agreement on whatever grounds is limited to the sales price paid for the goods concerned, and Super B is not liable for any indirect or consequential damages, including but not limited to loss of profit, revenue, business, production, opportunity, penalties, or resulting from third party claims.

#### **Article 8. Disposal**

8.1 The customer is aware of the (local) rules and regulations relating to the proper disposal of the products and materials supplied by Super B and confirms to take full responsibility for compliance with such rules and regulations.

#### **Article 9. Export control**

9.1 The customer shall not export, directly or indirectly, any technical information acquired from Super B under the agreement or any Super B products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate governmental entity in accordance with applicable law.

9.2 Super B's products are inherently destined for civilian (i.e. non-military) purposes. The customer shall not apply the products in any military device unless specifically agreed with Super B in writing.

9.3 Super B shall be entitled to cancel an order at any time if it has reason to believe (in its sole opinion) that any applicable export control or trade laws might be violated if it was to fulfill such order, without being liable to pay any compensation for damages or otherwise to the customer.

#### **Article 10. Force majeure**

10.1 In the event of force majeure, without prejudice to any of its other rights, Super B, at its discretion, has the right to suspend execution of the customer's order and/or to terminate the agreement out of court by notifying the customer of such suspension and/or termination in writing, without Super B being obliged to pay the customer any compensation.

10.2 Force majeure is understood to mean, but not limited to, any failure in the performance which cannot be attributed to Super B, or to intermediaries and third parties engaged by Super B. Force majeure on the part of Super B is, in any event, understood to mean, but is not limited to, strikes among the workforce of Super B and strikes among third parties involved by Super B, as well as natural disasters and other unexpected events beyond Super B's control.

#### **Article 11. General provisions**

11.1 The customer shall observe confidentiality in respect of all information, specifications, business information, and know-how concerning and provided by Super B. Upon request of Super B the customer shall return the same to Super B, carriage paid, in sound condition within fourteen (14) days.

11.2 Irrespective of the existence of legal protection rights, all ideas, inventions, designs, and samples, works protected by copyright, patents, design rights, trademarks, copyrights, and trade secrets, and all know-how or other intellectual property related to goods manufactured by Super B or generated within the execution of an order, and all techniques applied by Super B to manufacture and design the products, preliminary to or upon processing of an order, shall always remain or become as the case may be the sole intellectual property of Super B.

11.3 If one or more of the provisions of these terms and conditions or any other agreement with Super B should conflict with any applicable statutory provisions, the relevant provision shall become void and be replaced by a legally permissible and comparable provision to be formulated by Super B. The remaining provisions of these general terms and conditions shall continue to apply in full.

#### **Article 12. Applicable Law and Disputes**

12.1 All rights, obligations, offers, orders, and agreements to which these general terms and conditions apply are governed solely by Dutch law with the exclusion of the rules of international conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is also excluded.

12.2 All disputes between the parties arising as a result of the agreement to which these terms and conditions apply, or any other agreement derived from that shall be exclusively submitted to the competent court in the district of Amsterdam, the Netherlands unless Super B chooses to submit the dispute to any other competent court.