General Terms and Conditions of Energy Partners GmbH for the provision of technical consulting services*

1. General, scope of application

1.1. These General Terms and Conditions (hereinafter "GTC") apply to all business relationships of Energy Partners GmbH, Traunstein, (hereinafter "Energy Partners") with contractual partners (hereinafter 'Customer' or "Customers") if the Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

1.2. These GTC apply exclusively to contracts for technical advice to the customer by Energy Partners in the areas of photovoltaics, storage technologies, charging infrastructure, energy management systems and other energy systems, taking into account the Renewable Energy Sources Act ("EEG"), the Energy Industry Act and other energy-relevant regulations, as well as the preparation of concept papers and service specifications (hereinafter referred to as "technical advice").

1.3. These GTC shall also apply in their respective version as a framework agreement for all future contracts for the provision of technical consulting services with the same customer, without Energy Partners having to refer to them again in each individual case; changes to these GTC shall be notified to the customer in writing and shall be deemed approved if the customer does not object to the change in writing. The customer will be informed of this consequence when the changes are announced. The customer must object to the changes in writing within six weeks of notification.

1.4. These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall not become part of the contract, even if Energy Partners is aware of them and does not separately object to their validity in individual cases, unless their validity is expressly agreed to in writing. Silence does not constitute consent. This also applies if Energy Partners carries out the technical advice without reservation in the knowledge of deviating terms and conditions of the customer.

1.5. Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall always take precedence over these GTC. A written contract or the written confirmation of Energy Partners is decisive for the content of such agreements.

1.6. Legally relevant declarations and notifications to be made by the customer to Energy Partners after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be made in writing to be effective.

1.7. Energy Partners provides technical advice exclusively for the customer. Third parties shall only be included in the scope of protection/services if this has been expressly contractually agreed.

1.8. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

2. Offer, conclusion of contract, remuneration

2.1. Energy Partners' offers are non-binding unless they are expressly marked as binding.

2.2. The contract is concluded by the order form completed and signed by the customer and the written confirmation by Energy Partners.

2.3. Energy Partners' order confirmation, including these GTC, is decisive for the scope of the contractually owed technical advice; Energy Partners does not owe a specific economic success. Verbal promises or agreements made prior to the order confirmation are non-binding and are replaced by the order confirmation, unless they expressly state that they are binding. § Section 1 (5) of the GTC shall remain unaffected by this.

2.4. The customer and Energy Partners are each entitled to request changes to the agreed scope of services in writing. Upon receipt of a change request, the customer or Energy Partners shall check the feasibility of this change and inform the other party of the result of the check in writing without delay. Energy Partners is entitled to invoice the customer for the expenses incurred if the customer's change request requires an extensive and time-consuming review. The contractual adjustments required for such a review or for a change to the agreed scope of services shall be set out in an additional agreement.

2.5. Technical advice shall be invoiced at the fixed price stated in the offer or on the basis of the agreed time and material basis after completion of the service, unless a different invoicing and payment method is agreed in the offer. In the case of technical consulting on a time and material basis, the hours worked and travel time incurred shall be invoiced at the applicable hourly rates and the materials used at the prices applicable at the time of the service. Other expenses, in particular travel, accommodation and overnight costs, will be charged additionally. Estimated prices stated in the offer for technical advice on a time and material basis are non-binding.

3. Provision of technical advice by Energy Partners

3.1. Energy Partners shall provide technical advice in accordance with the generally recognized rules of technology and legal regulations applicable at the time of conclusion of the contract. Unless otherwise stated or agreed, this shall also apply if the technical advice relates to a project or object outside the scope of these regulations. Unless otherwise specified or agreed, calculations, designs, measurements and the like shall always be carried out with software support in accordance with the functions and methods supported by the software used and the technical and legal regulations on which these are based. The customer can obtain details of the software and its underlying methods from Energy Partners.

3.2. Energy Partners is entitled to have the services necessary for the performance of the contract carried out by third parties. However, Energy Partners itself shall always remain directly liable to the customer.

3.3. Energy Partners shall not be obliged to check any project or property-related information, specifications or similar provided by the Customer, such as, for example, compliance with the actual conditions on site, legal requirements or plausibility. This also applies if Energy Partners has inspected the Customer's project or a related object, has attended or assisted in the determination of project or object-related data such as measurements or has inspected planning documents.

1.1 Energy Partners and its employees are not responsible for the customer's construction planning and do not act as responsible specialist planners, specialist engineers, structural engineers or architects. Energy Partners and its employees are not authorized drafters and are not authorized to sign approval plans or release plans.

4. Obligations of the customer to cooperate

4.1. The customer must provide Energy Partners with all information and documents relating to its project that are necessary and required for the execution of the order in full, in good time and free of charge. Prior to the performance of the contractual service, the customer shall, on its own initiative, point out any special features of the planned project of which it is aware and which are relevant to the performance of the service.

4.2. It is the sole responsibility of the Customer to ensure and verify that the information, data and documents relating to the technical advice provided by Energy Partners for the object or project correspond to the actual circumstances and correspond to the specific application intended by the Customer.

4.3. Energy Partners shall not be responsible for whether technical documents supplied to it by or on behalf of the customer infringe existing copyrights, industrial property rights or other rights of third parties. The customer shall be solely liable if the rights of third parties are infringed by the execution of its order. The customer shall indemnify Energy Partners against all claims of third parties due to such an infringement of rights upon first request.

4.4. If Energy Partners and its employees work on the customer's premises, the customer shall provide Energy Partners' employees or third parties commissioned by Energy Partners with access to all premises, installations (hardware, software, networks, etc.) and other work equipment necessary for the proper provision of the services by Energy Partners, also free of charge, during normal operating hours and within the scope of the company's access regulations. If required, the customer must also ensure that functional workstations are provided free of charge for Energy Partners' employees or for third parties commissioned by Energy Partners.

5. Dates, deadlines, default of acceptance

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

5.2. If the customer does not cooperate in time to meet deadlines or dates, the deadlines shall be extended by the period of the hindrance. This does not apply if Energy Partners is responsible for the delay. Delays due to force majeure and events - such as strikes, lockouts, official orders, etc. Energy Partners shall not be responsible for delays due to force majeure and events - such as strikes, lockouts, official orders, etc. - that make it more than temporarily difficult or impossible for Energy Partners to provide the agreed services, even in the case of bindingly agreed deadlines and periods. This also applies if the aforementioned events occur at third parties commissioned by Energy Partners or their contractors.

5.3. The statutory provisions shall apply to the customer's default of acceptance. If the customer is in default of acceptance or if he violates his other obligations to cooperate with Energy Partners, Energy Partners is entitled, without prejudice to its other rights, to withdraw from the contract or to claim damages in accordance with the statutory provisions, in particular after the unsuccessful expiry of a grace period set by Energy Partners. Further claims or rights remain reserved.

6. Rights of use to work results

Energy Partners grants the Customer a simple, non-exclusive, non-transferable and non-sublicensable right of use to the work results of any kind (e.g. documentation, reports, planning documents, evaluations, drawings, program material, etc.) created within the framework of the execution of the contract and the scope of services agreed therein, which have been disclosed to the Customer by Energy Partners, insofar as this is necessary for the purpose of the contract. The customer may only use the result in full, not in part, and only for the contractually agreed purpose.

7. Terms of payment

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

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

7.3. Unless expressly agreed otherwise in the order confirmation, the entire remuneration shall be paid within fourteen (14) days of the invoice date and without any deduction. Decisive for the date of payment is the date of receipt of payment by Energy Partners. Upon expiry of the above payment period, the customer shall be in default; this shall also apply if he is not responsible for the late receipt of payment.

7.4. If the customer is in default, Energy Partners is entitled to charge the customer a reasonable fee of EUR 5.00 for each reminder, unless the customer can prove that the actual costs incurred are lower. If the due date is exceeded or in the event of deferral, Energy Partners is entitled to demand interest on arrears or deferral in the amount of 8 percentage points per annum above the respective base interest rate, but at least 8 percent, as well as the lump sum according to § 288 paragraph 5 BGB in the amount of EUR 40.00. Energy Partners expressly reserves the right to prove and assert higher damages caused by default. The claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected. If partial payment has been agreed and the customer is in arrears with a partial payment, Energy Partners is also entitled to suspend further performance until full payment of the outstanding partial amount. Clause 8.1 remains unaffected.

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

7.6. The customer may only offset a counterclaim that is undisputed, expressly recognized by Energy Partners or legally established. The Customer shall only be entitled to assert a right of retention if the Customer's counterclaim arises from the same contractual relationship and is undisputed, recognized by Energy Partners or has been legally established.

7.7. If circumstances exist which prove that the customer's creditworthiness is impaired or that the customer is unable to pay and therefore jeopardize Energy Partners' claim for payment, Energy Partners may make outstanding services or deliveries dependent on advance payment or the provision of security by the customer. If the customer refuses to make the advance payment or provide security or fails to do so despite a deadline being set, Energy Partners is entitled to withdraw from the contract and claim damages. If an insolvency petition has been filed against the customer's assets or insolvency proceedings have been opened, Energy Partners shall also be entitled to withdraw from the contract and claim damages.

8. Termination of contract

8.1. The contract can be terminated at any time with a notice period of 30 days to the end of the month.

8.2. The contract may be terminated by either party in text form at any time for good cause. Energy Partners is entitled to terminate the contract for good cause in particular if (i) the customer is in default with its cooperation or the execution is disrupted for more than three months in total for reasons for which Energy Partners is not responsible; (ii) the customer unlawfully attempts to falsify or influence the result of the order or the result is used inadmissibly, e.g. in a misleading manner, by the customer or its business partners; (iii) the customer is in default with its cooperation or the execution is disrupted for more than three months in total for reasons for which Energy Partners is not responsible. (iii) insolvency proceedings are opened against the customer's assets or such proceedings are rejected for lack of assets; (iv) the customer fails to pay an invoice due within a reasonable period despite a reminder.

8.3. In the event of termination of the contract for good cause on the part of Energy Partners, in the event of impossibility of performance resulting from the customer's sphere of risk/responsibility and in the event of termination by the customer in accordance with clause 8.1, Energy Partners shall retain the claim to remuneration for the services rendered up to that point. With regard to services not yet rendered by Energy Partners, it must deduct from the remuneration due for these the expenses that it acquires or maliciously fails to acquire through other use of the labor. Energy Partners is entitled to set the saved expenses in the above sense at a flat rate of 60%, unless the customer can prove higher saved expenses.

9. Liability, compensation

9.1. If Energy Partners, its legal representatives, employees or vicarious agents intentionally or grossly negligently violate an obligation, regardless of the type and legal basis, in particular from the underlying contractual relationship or in the event of intentional or grossly negligent commission of a tortious act, Energy Partners shall be liable without limitation for the resulting damage to the customer in accordance with the statutory provisions.

9.2. If Energy Partners, its legal representatives, employees or vicarious agents merely breach an obligation through simple negligence, regardless of the type and legal basis, in particular from the underlying contractual relationship or in the event of simple negligence in the commission of a tortious act, claims for damages by the customer against Energy Partners are excluded, unless there is a simple negligent breach of a material contractual obligation. In this case, Energy Partners' liability is limited to the foreseeable damage typical for the contract. An essential contractual obligation in this sense is one whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer regularly relies and may rely.

9.3. In the event of liability for simple negligence, Energy Partners' obligation to pay compensation for property damage and resulting further financial losses shall be limited to the amounts covered by its respective liability insurance, even if this involves a breach of material contractual obligations. The sum insured per loss event is EUR 1,000,000 (one million) for personal injury and other damage (property damage and financial loss).

9.4. The above exclusions or limitations of liability shall not apply in the event of culpable injury to life, limb or health, in the event of fraudulent concealment of a defect, nor if a guarantee of quality has not been fulfilled, nor in the event of liability under the Product Liability Act. The statutory rules on the burden of proof remain unaffected by the above provisions.

10. Final conditions

10.1. The law of the Federal Republic of Germany shall apply. The provisions of the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods - CISG) shall not apply.

10.2. The exclusive place of jurisdiction for any disputes arising from the business relationship with the customer, including these GTC, is the registered office of Energy Partners in Traunstein (Traunstein Local Court, Traunstein Regional Court), provided that 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 same applies if the customer does not have a general place of jurisdiction in Germany or if his registered office, domicile or habitual residence is unknown at the time the action is brought. However, Energy Partners is also entitled to bring an action at the customer's general place of jurisdiction.

10.3. Should individual provisions of this contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of this contract. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

10.4. There are no verbal collateral agreements.

As of: May 2025

* The English version is a translation of the German version. In the event of any ambiguities with regard to the translation, the German version shall take precedence over the English version.