

LEBA Innovation A/S
Terms & conditions of sale and delivery for products for business customers

1. Applicability

- 1.1 Applicability. General terms & conditions of sale and delivery apply to all agreements on the sale and delivery of products, spare parts and related services to business customers by LEBA Innovation A/S, CVR number 29205191 (hereinafter the Company).

2. Contractual basis

- 2.1 Contractual basis. Together with the Company's quotations and order confirmations, these terms & conditions constitute the overall contractual basis for the Company's sale and delivery of products, spare parts and related services to the customer. The customer's terms & conditions of purchase as printed on orders or otherwise communicated to the Company shall not form part of the contractual basis.
- 2.2 Amendments and additions. Amendments of and additions to the contractual basis are only valid if the parties have agreed to them in writing.

3. Products, spare parts and services

- 3.1 Products and spare parts. The products and spare parts that the Company sells and delivers to the customer are new and, at the time of delivery, comply with Danish legislation. The Company sells and supplies spare parts for a product for at least 24 months after the product has been delivered to the customer.
- 3.2 Services. Related services that the Company sells and provides to the customer in connection with the sale and delivery of products or spare parts, such as installation of products at the customer's location, customisation or modification of products according to the customer's wishes, and replacement of parts or upgrading of such or similar, shall be performed in a technically correct manner and, at the time of delivery, comply with Danish legislation.
- 3.3 Limitation of liability. Products, spare parts and related services that the Company sells, delivers and provides to the customer are intended for storage, charging and storage mobility. Spare parts are only covered for use in LEBA-purchased products and only for use in Denmark. Regardless of any contrary terms & conditions in the contractual basis, the Company shall in no event be liable for any loss or damage attributable to use for any other purpose or use outside Denmark. The customer shall indemnify the Company against any liability incurred by the Company for such loss or damage.

4. Price and payment

- 4.1 Price. The price of products, spare parts and related services shall follow the Company's price list applicable at the time the Company confirms the customer's order, unless the parties have agreed otherwise in writing. All prices are exclusive of VAT.
- 4.2 Payment. The customer shall pay all invoices for products, spare parts, or related services within 30 days of the invoice date, unless the parties have agreed otherwise in writing.

5. Late payment

- 5.1 Interest. If the customer fails to pay an invoice on time for products, spare parts or related services due to reasons for which the Company is not responsible, the Company shall be entitled to interest on the overdue amount at the rate of 1% per month from the due date until such time as payment is made.
- 5.2 Cancellation. If the customer fails to pay an overdue invoice for products, spare parts or related services within 14 days of receiving a written demand for payment from the Company, the Company shall, in addition to interest under clause 5.1, be entitled to: (i) cancel the sale of the products, spare parts and/or related services to which the delay relates; (ii) cancel the sale of products, spare parts and/or related services not yet delivered to the customer or demand up-front payment thereof; and/or (iii) exercise other remedies for default.

6. Quotations, orders and order confirmations

- 6.1 Quotations. The Company's quotations shall be valid for 30 days from the date of the quotation, unless otherwise stated in the quotation. Acceptance of quotations received by the Company after expiry of the acceptance deadline shall not be binding on the Company, unless the Company informs the customer otherwise.
- 6.2 Orders. The customer shall send orders for products, spare parts or related services to the Company in writing. An order must contain the following information for each product, spare part or service ordered:
(i) Order number, (ii) Item number, (iii) Item Description, (iv) Quantity, (v) Price, (vi) Payment Terms, (vii) Delivery Date, (viii) Delivery Address and (ix) Delivery Terms.
- 6.3 Order confirmations. The Company shall endeavour to send confirmation or rejection of an order for products, spare parts or related services to the customer in writing within seven working days following receipt of the order. Confirmations and rejections of orders must be in writing to bind the Company.
- 6.4 Amendment of orders. The customer may not amend an order placed for products, spare parts or related services without the Company's written consent.
- 6.5 Inconsistent terms. If the Company's confirmation of an order for products, spare parts or related services is not consistent with the customer's order or the contractual basis, and the customer does not wish to accept the inconsistent terms, the customer must notify the Company in writing within five working days after receipt of the order confirmation. Otherwise, the customer shall be bound by the order confirmation.

7. Delivery

- 7.1 Terms & conditions of delivery. The Company shall deliver all sold products and spare parts as standard EX Works according to Incoterms 2018, i.e. the customer shall be invoiced for transport costs for delivery from the LEBA warehouse, be it local or remote, unless otherwise agreed with the customer in writing on the order confirmation issued by LEBA Innovation according to clause 6.3. LEBA Innovation shall endeavour as standard to assume responsibility for delivery, unless otherwise agreed in writing with the customer.
- 7.2 Delivery time. The Company shall deliver all sold products, spare parts and related services at the time stated in the Company's order confirmation. The Company shall be entitled to deliver earlier than the agreed delivery time, unless the parties have agreed otherwise.

- 7.3 Inspection. The end customer shall inspect all products, spare parts and related services upon delivery. If the end customer identifies a defect or deficiency that they wish to have remedied, this must be reported immediately in writing to LEBA Innovation or the nearest sales channel. If a defect or deficiency that the customer identifies, or should have identified, is not immediately notified in writing to the Company, it cannot later be made the subject of a claim. The nearest stockholding sales channel must be able to provide and present documentation of when the sale to the end customer took place to legalise any claims from the end customer.

8. Delayed delivery

- 8.1 Notification. If the Company anticipates a delay in the delivery of products, spare parts, or related services, it shall notify the customer of this delay and, at the same time, state the reason for the delay and a new expected delivery time. The Company also reserves the right to promptly announce any delays, without incurring daily fines on the part of the Customer, unless otherwise agreed in writing with the Customer.
- 8.2 Cancellation. If the Company fails to deliver products, spare parts or related services within 30 days of the agreed delivery time due to reasons for which the customer is not responsible and delivery is not made within a reasonable period of at least 90 days, the customer may cancel the order(s) affected by the delay without warning by providing written notice to the Company. The customer has no other rights in connection with delayed delivery.

9. Warranty

- 9.1 Warranty. The Company offers a warranty that its products, spare parts, and related services are free from material defects and deficiencies in design, materials, and workmanship for 24 months after delivery. For parts replaced under warranty, the warranty period is 24 months for electronics and 60 months for cabinets, from the date of replacement. The maximum warranty period is 36 months from the original delivery date for electronics and 72 months for cabinets and other products.
- 9.2 Exemptions. The Company's warranty does not cover wearing parts in respect of damage and defects or deficiencies due to: (i) normal wear and tear, (ii) storage, installation, use or maintenance contrary to the Company's instructions or common practice, (iii) repair or modification by any party other than the Company, and (iv) other conditions for which the Company is not responsible.
- 9.3 Notification. If, during the warranty period, the customer identifies a defect or deficiency that they wish to have remedied, they must notify the Company in writing immediately. If a defect or deficiency that the customer identifies, or should have identified, is not immediately notified in writing to the Company, it cannot later be made the subject of a claim. The customer shall provide the Company with the information requested by the Company about a notified defect or deficiency. In doing so, the customer is asked to provide photos and an explanation of the defect or deficiency, along with the serial number of the product in question.
- 9.4 Investigation. Within a reasonable time after the Company receives notification from the customer of a defect or deficiency and has investigated the claim, the Company shall inform the customer whether the defect or deficiency is covered by warranty. The customer shall send defective parts to the Company upon request. The customer shall bear the cost and risk for parts during transport to the Company.

- 9.5 The Company shall bear the cost and risk for parts during transport to the customer if the warranty covers the defect or deficiency.
- 9.6 Remedy. Within a reasonable time after the Company has notified the customer in accordance with clause 9.4 that the warranty covers a defect or deficiency, the Company shall remedy the defect or deficiency by: (i) replacing or repairing defective parts, or (ii) sending parts to the customer for the customer's own replacement or repair.
- 9.7 Cancellation. If the Company fails to remedy a defect or deficiency covered by the warranty within a reasonable time after the Company has notified the customer in accordance with clause 9.4 due to reasons for which the customer is not responsible and the defect or deficiency is not remedied within a reasonable period of at least 30 days, the customer may cancel the order(s) affected by the defect or deficiency without warning by providing written notice to the Company. The customer has no rights in connection with defects or deficiencies in products, spare parts or related services other than those expressly stated in clause 9.

10. Liability

- 10.1 Liability. Each party shall be liable for its own acts and omissions in accordance with applicable law, subject to the limitations set out in the contractual basis.
- 10.2 Product liability. The Company shall assume product liability in respect of delivered products and spare parts to the extent such liability follows from mandatory legislation. The customer shall indemnify the Company against any additional product liability that the Company may incur.
- 10.3 Limitation of liability. Regardless of any contrary terms in the contractual basis, the Company's liability to the customer may not, per calendar year, exceed in total 5% of the sales of products, spare parts and related services that the Company has invoiced net to the customer in the immediately preceding calendar year. The limitation of liability does not apply if the Company has acted wilfully or with gross negligence.
- 10.4 Indirect losses. Regardless of any contrary terms in the contractual basis, the Company shall not be liable to the customer for indirect losses, including loss of production, sales, profits, time or goodwill, unless such losses were caused intentionally or through gross negligence.
- 10.5 Force majeure. Regardless of any contrary terms in the contractual basis, the Company shall not be liable to the customer for failure to fulfil obligations that can be attributed to force majeure. The freedom from liability shall continue as long as the force majeure persists. Force majeure shall be deemed to be circumstances that are beyond the Company's control and that the Company should not have foreseen when entering into the agreement. Examples of force majeure include unusual natural conditions, war, terrorism, fire, flooding, vandalism, and labour disputes.

11. Intellectual property rights

- 11.1 Right of ownership. Full ownership of all intellectual property rights relating to products, spare parts and related services, including patents, designs, trademarks and copyrights, belongs to the Company.
- 11.2 Infringement. If delivered products or spare parts infringe third-party intellectual property rights, the

Company shall at its own expense: (i) ensure the customer the right to continue using the infringing products or spare parts, (ii) modify the infringing products or spare parts so that they no longer infringe, (iii) replace the infringing products or spare parts with non-infringing ones; or (iv) buy back the infringing products or spare parts at the original net purchase price less 30% per year since delivery. The customer shall have no other rights arising from the infringement of third-party intellectual property rights by products, spare parts or related services.

12. Confidentiality

- 12.1 Disclosure and use. The customer shall not disclose, use, or enable others to use the Company's trade secrets or any other information of a confidential nature that is not publicly accessible.
- 12.2 Protection. The customer shall not improperly obtain or attempt to obtain knowledge of, or access to, the Company's confidential information as described in clause 12.1. The customer must handle and store the information securely to prevent it from being unintentionally disclosed to other parties.
- 12.3 Duration. The customer's obligations under clauses 12.1-12.2 shall apply throughout the parties' business relationship and without time limit after the termination of the relationship, regardless of the reason for termination.

13. Applicable law and jurisdiction

- 13.1 Applicable law. The parties' collaboration shall be subject to Danish law in all respects.
- 13.2 Jurisdiction. Any dispute that may arise concerning the parties' business relationship shall be settled by a court in Denmark.