

GENERAL TERMS AND CONDITIONS OF SALE OF TOTAL POWER EUROPE B.V.

1. Terminology

The terms used in these conditions have the following meanings:

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| Contractor: | Total Power Europe B.V. |
| Client: | The legal entity which has bound himself vis-à-vis the Contractor in connection with the purchase of goods, the performance of services and/or contracting work or having work contracted or is negotiating with said purpose in mind. |
| Parties: | The Client and the Contractor. |
| Legal association: | The contract concluded or to be concluded by and between the parties, including the relevant negotiations, offers and instructions. |
| Work: | The delivery of goods and/or services and/or contracting work for which the Contractor has bound himself vis-à-vis the Client. |

2. Applicability and explanation

- 2.1 These general terms and conditions of sale apply to all legal associations between the parties.
- 2.2 The general terms and conditions of the Client however named, do not apply.
- 2.3 Deviation from these present general terms and conditions of sale can only be agreed in writing.
- 2.4 Contractor has the right to change these general terms and conditions of sale from time to time, in which case the new terms and conditions will replace the existing ones by operation of law.

3. Offer and contract

- 3.1 Every offer made by the Contractor is without obligation unless the contrary has been unequivocally established in writing by the Contractor.
- 3.2 The stipulations of the previous clause also apply to the substance of the information which is provided with or on connection with the offer.
- 3.3 The Client is bound by the instructions he gives; the Contractor is first bound after he has confirmed or accepted the instructions to the Client in writing, or if written confirmation or acceptance are superseded by the Work.
- 3.4 The contract by and between the parties first comes into being by virtue of said confirmation or acceptance.
- 3.5 The Contractor reserves the right to hire third parties or to have (part of) the work carried out by sub-contractors.

4. Delivery of items

- 4.1 Items are delivered to the Client's warehouse after confirmation by the Contractor and within the term communicated by the Contractor. Single purchases will be delivered only after full payment is received.
- 4.2 Items are not delivered until the Contractor is in possession of all data and documents to be supplied by the Client.

- 4.3 Transport and damage during transport, including loading and unloading, is at the Client's risk and expense, irrespective of who gave instructions for transport or to whom the carrier charges transport risk.
- 4.4 Returns will only be accepted if the Client has received written acknowledgement. The costs and risk of returns are at the Client's expense.

5. Provision of services

- 5.1 If the Work consists in whole or in part of the provision of services, these will be provided with the best ability and skill, but will never amount to a guaranteed end result.
- 5.2 The Work will be deemed to be completed, by making them available to the Client.
- 5.3 If services are provided in phases, the Contractor may suspend the provision of services belonging to a succeeding phase until the work performed in the previous phase or phases has been accepted by the Client in writing.

6. Prices and rates

- 6.1 All Prices and rates are in US DOLLARS or EUROS as stipulated by the Contractor, exclusive of turnover tax and other levies imposed by the authorities, unless otherwise agreed to in writing.
- 6.2 The prices are based on delivery DDP (incoterms 2020), unless otherwise agreed to in writing.
- 6.3 The Contractor reserves the right to charge the cost of dispatch, administration and handling.
- 6.4 The cost of urgent deliveries at the Client's request and items sent C.O.D. will always be charged.
- 6.5 The Client will be charged for changes in exchange rates when the exchange rate at the time of delivery differs from the exchange rate originally calculated by more than 1.5%.
- 6.6 The Contractor may require the Client to provide (financial) security.
- 6.7 The Contractor is also entitled to require payment in advance from the Client before commencing the execution of the contract.
- 6.8 In the event of price changes in the supply chain caused by external developments, the Contractor is allowed to immediately adjust the prices charged to the Client, while giving notice of the changed prices to the Client. The margin for these price adjustments is 10% of the agreed price. Should a price adjustment exceed this amount, the Client is at liberty to terminate the agreement forthwith.

7. Payment and retention of ownership

- 7.1 Payment of invoices should take place within the term set in the invoice without any discount or set-off. The Contractor is entitled to interest at 1.5% per month after the due date, a part of a month being regarded as full month.
- 7.2 All the collection costs incurred by the Contractor in and out of court including all cost charged by external experts, are at the Client's expense. The level of these costs is determined to be at least 15% of the total amount due including the interest mentioned above.
- 7.3 Any complaints do not suspend the Client's obligation to pay the invoices.
- 7.4 All items delivered to the Client, remain the Contractor's property and any rights to be granted or transferred are reserved by the Contractor until all amounts owed to the Contractor have

been paid. This retention of ownership shall also remain in force even if the Work supplied is processed or modified. For transfer of ownership as intended here, the Client is not entitled to deliver Work into custody, to alienate it or to encumber it for the benefit of third parties.

- 7.5 If the credit worthiness of the Client is reasonably in question, the Contractor may require further security, in default of which he may suspend the execution of the contract.

8. Delivery periods

- 8.1 All delivery periods mentioned by the Contractor in offers, confirmations and/or contracts have been determined to the best of his ability and will be taken into consideration as much as possible but are never fatal terms. If they are exceeded or it appears that they will be exceeded the Contractor will consult the Client as soon as possible in order to reach a mutual agreement.
- 8.2 Exceeding the delivery period for any reason whatsoever does not entitle the Client to damages, to dissolve the contract, to refuse items, to suspend payment or not to fulfil any of his obligations.
- 8.3 Requested changes of the Work to be supplied will allow the Contractor to change the delivery date if necessary.

9. Intellectual property

- 9.1 All rights of intellectual property of the Work supplied by the Contractor or otherwise made available are vested in the Contractor or his licensors, this applies to both background IP and foreground IP. The previous being understood to mean any IP rights that are present at the start of the Legal Association and the previous being understood to mean any IP rights that come into being during the fulfillment of the contract.
- 9.2 The Contractor also reserves the right of intellectual property and/or data ownership in respect of all information he provides to the Client or third parties.
- 9.3 The Client is not permitted to remove or amend any notice of the rights of intellectual property on or in the Work supplied or otherwise made available by the contractor.
- 9.4 The Contractor shall take reasonable precautions to prevent the Work supplied or otherwise made available from infringing any right of intellectual property of a third party.
- 9.5 If nevertheless the Contractor is reproached that an infringement of such a right has been made by the Contractor, the Contractor, taking into consideration the stipulations of Article 12 clause 3 shall take back from the Client that part of the Work which causes the infringement, granting credit for the acquisition costs paid by the Client, to the Contractor for said part, or shall ensure that the Client may use or continue to use the Work supplied or made available or an equivalent Work, provided that the Contractor is informed immediately and completely takes the lead in the legal defense and that the Client provides the Contractor with the necessary information and cooperates in the defense against the claims.
- 9.6 If the Contractor has supplied a Work according to designs, drawings or other instructions by or on behalf of the Client, the Client shall guarantee that no right of intellectual property vested in a third party is infringed and the Client indemnifies the Contractor against any claims by third parties on this basis.

10. Confidential information

- 10.1 The Parties shall observe strict confidentiality in respect of information about each other's organization and the Work to be performed and also about any other information that must reasonably be considered of a confidential nature, in so far as necessary the parties consider all information they share with regard to the Work to be company secrets as meant in the Dutch 'Wet bescherming bedrijfsgeheimen' (Company secrets protection Act).
- 10.2 The Client is not allowed to share the results of their Legal Association with third parties nor to present and put the result of the Work on the market as if it were the Clients' own Work.

11. Reciprocal rights and obligations

- 11.1 The Parties shall provide each other promptly with all useful and necessary data which may reasonably be required in the context of due compliance of the contract.
- 11.2 The Client is responsible for the use, security and correct operation in his organization of the Work supplied by the Contractor and for damage to and loss of documents and data entrusted to the Contractor. These are always regarded as copies of the original document, materials and data retained by the Client.
- 11.3 If the data necessary for the execution of the contract are not made available to the Contractor, are not made available promptly or in pursuance of the agreements or if the Client does not fulfil his obligations in some other way, the Contractor shall be entitled to suspend the execution of the contract and the Contractor shall be entitled to charge additional costs in accordance with the Contractor's usual rates.

12. Guarantees and liability

- 12.1 During a period of 12 months after delivery by the Contractor, Work proving defective will be repaired free of charge, replaced or otherwise rendered suitable by the Contractor as he deems fit, after the Client has complained immediately and justifiably and the Contractor has accepted the complaint; nevertheless such is without prejudice to the stipulations of Clause 2 of this Article. In the case of Work that has been repaired, replaced or otherwise rectified in the sense of this Article, the guarantee period shall not recommence in respect of the whole of the Work nor part of it, irrespective of the method which the Contractor adopted in implementing the guarantee.
- 12.2 The guarantee mentioned in article 12.1 does not apply:
- if the Work that is being sent back for repairs is not protected and packaged to a standard that will provide adequate protection against damage, deterioration, corrosion, and other risks during shipment to the Contractor and if each product individually is not wrapped with anti-static bubble wrap;
 - if the Work supplied is used in another way or for purposes other than those for which it was intended in pursuance of the contract;
 - if the Client has performed work himself or caused third parties to perform work on the Work supplied without the prior approval of the Contractor;
 - If the Client has not complained promptly and justifiably when the breakdown or defect occurred and has done everything possible to restrict the damage;
 - If the breakdown, defect or damage is due to carelessness by the Client.
- 12.3 In any case, any liability of the Contractor shall be limited to the amount to be paid by the Client to the Contractor on a yearly basis, as a maximum per incident- a series of connected

incidents being regarded as one incident-. The limitation of liability is not valid in the event that damage is caused by intent or gross negligence of the Contractor. The Client shall indemnify the Contractor against claims by third parties.

- 12.4 Any additional liability, including liability for indirect or consequential damage and liability because delivery periods have been exceeded is excluded.
- 12.5 The contractor is not liable for damages ensuing from the instances as described in Clause 2 of this Article.

13. Force Majeure

- 13.1 Force Majeure is understood to mean every occurrence on which the Contractor has no influence and because of which the Contractor cannot reasonably fulfil his obligations. The following circumstances will at a minimum be deemed to constitute force majeure: pandemics and epidemics, war, the threat of war, civil war, riot, strikes, lock-outs, transport difficulties, fire, explosion, natural disaster, stagnation due to frost and other influences of the weather, government measures and other serious breakdowns in the companies of the Contractor or his supplier. The Contractor shall also be able to plead Force Majeure if its supplier does not fulfil his supply obligations or does not do so in time. If one of the facts as intended above occurs, the Client shall immediately be informed as to the development of the circumstances causing Force Majeure.
- 13.2 If the Force Majeure has lasted for longer than six months or if it has been established that it will last for at least six months, within thirty days thereafter either of the parties shall be entitled to cancel the contract for that part of the execution thereof which has been obstructed, providing that the party exercising said right so informs the other party by registered letter. Neither party shall be able to claim damages in respect of such cancellation. Actions that have already been performed in pursuance of the contract shall be settled pro rata.

14. Suspension and dissolution

- 14.1 In the event of the confiscation of items, application for moratorium, bankruptcy, closure, attachment of a considerable part of the capital, dissolution, liquidation or takeover of the Client's company and in the event that a receiver is appointed over the Client and if guardianship is imposed or death occurs in the case of a natural person, the Contractor shall be entitled as he deems fit to suspend the fulfilment of his obligations or to dissolve the contract in whole or in part. In that event all the payments or installments owed by Client shall be due immediately. If and insofar as the Client is negligent in fulfilling his obligations, the Contractor shall also be entitled to suspend the fulfillment of his obligations or to regard the continuance of the delivery time as being suspended or to dissolve the contract in whole or in part. The Contractor is not liable for damage suffered by the Client at such time.
- 14.2 If at the moment of dissolution, Work has been supplied in execution of the contract, the contract can be dissolved only in part and solely for that part that has not yet been executed. At the moment of dissolution, all payment obligations which are due between the moment of dissolution and/or which relate to Work already done are due immediately.
- 14.3 Obligations which are intended by their nature to continue shall continue to remain in existence after the dissolution of the contract. Such obligations include those relating to retention of ownership (Article 7), intellectual property, (article 9), confidential information (Article

10), reciprocal right and obligations (article 11), applicable law and disputes (article 15) and general (article 16).

15. Applicable law and disputes

- 15.1 All negotiations, offers, the manner in which contracts come into being and the substance thereof and the ensuing execution of said contracts are subject exclusively to the laws of the Netherlands.
- 15.2 In the event of the nullity of one or more of the stipulations in a legal association between the parties, the parties shall be bound by regulations, as far as possible of the same import and tenor which are not subject to nullity. The contract shall remain in force for all the remainder.
- 15.3 All disputes-including those which are regarded as such by only one of the parties- which may arise between the parties by virtue of negotiations, offers, the way in which contracts come about the substance thereof and the ensuing execution of said contracts by and between the parties shall in the first instance only be decided by the competent district court of Zeeland-West-Brabant (Breda) in the Netherlands.

16. General

- 16.1 The Contractor is allowed to make changes to these terms and conditions. The Client will be notified of these changes and will have the option to object to the changes within 14 days after the notification. If there is no objection within the mentioned period, the changes will take effect the day after the 14 day period expires
- 16.2 Verbal notifications, promises or agreements have no validity in law unless they have been confirmed by the Contractor in writing.
- 16.3 The Article headings in these terms and conditions serve only to enhance legibility and have no purpose in determining the substance, tenor and import of the conditions.
- 16.4 In so far as the parties make further written legal arrangements, these arrangements will take precedent over these general terms and conditions of sale, unless otherwise stipulated .

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