

1. General

- 1.1. Kummler + Matter EVT AG (hereinafter "**K+M EVT**") shall hereby undertake in general to exercise due care and render its goods and services in outstanding quality. In addition, K+M EVT shall undertake to select and train its employees with due care and to ensure that they work professionally. Selection with due care of suppliers, subcontractors and other partners shall likewise be guaranteed.
- 1.2. These general terms and conditions of business shall regulate the relationship between K+M EVT and the customer.

2. Scope

- 2.1. These general terms and conditions of business (GTC) shall apply to all contractual goods and services of K+M EVT in Switzerland. Any divergences from them in individual cases must be agreed in writing. Any GTC of the customer shall not apply to the legal relationship with K+M EVT. Accordingly, K+M EVT shall exclude adoption of any GTC of the customer unless otherwise agreed in writing in individual cases.

3. Content and scope of the goods and services and delivery time

- 3.1. The offers of K+M EVT shall be valid for 30 days. This shall remain expressly subject at all events to documented price increases by suppliers of K+M EVT, which shall be passed on to the customer.
- 3.2. Acceptance of the offer shall occur once it has returned the signed order confirmation to K+M EVT. If the customer would later like to have the terms agreed in the order confirmation changed, K+M EVT shall no longer be bound to the original offer and issue a new offer.
- 3.3. The day of receipt of the order confirmation signed by the customer at K+M EVT shall be regarded as the date of order issue.
- 3.4. The scope and implementation of the goods and services of K+M EVT can be found in the particular order confirmation.
- 3.5. K+M EVT shall undertake to provide the goods and services agreed by the dates agreed in the order confirmation. The customer shall undertake to accept and pay for these goods and services on the dates agreed.
- 3.6. The dates specified in the order confirmation shall be extended to an appropriate extent if the delay occurs due to circumstances for which K+M EVT is not responsible (*force majeure*). Natural events, snow, storm, war, epidemics, accidents, illness, considerable operational disruptions, strike, lockout, delayed or defective delivery, etc. shall be regarded as such circumstances for which K+M EVT is not responsible. The above list is not definitive.
- 3.7. Should the goods and services be delayed for a reason for which K+M EVT is responsible and that results in a postponement, the customer can only rescind the agreement or demand damages for failure to observe the deadlines if it previously set K+M EVT a period of grace of eight weeks in writing to meet its obligations subject to rescission of the agreement. If the customer demands damages due to failure to observe the deadlines agreed, its claims - with the exception of gross negligence of K+M EVT - shall be restricted to the direct losses foreseeable by K+M EVT when the agreement was concluded, but at most to 10 % of the set of agreements (liability restriction). See Section 10 regarding consequential damage.
- 3.8. If the customer fails to accept the goods and services of K+M EVT on time, K+M EVT shall be entitled to set the customer a period of grace of at least 14 calendar days and after fruitless expiry of this period of grace to rescind the agreement and demand compensation for the expenditure incurred or damages on account of non-performance. If K+M EVT provides services that are not accepted on time, it shall be entitled to store the material in a warehouse at the expense of the customer.

4. Prices and terms and conditions of payment

- 4.1. Application of the prices stated in the order confirmation shall be binding. The customer shall pay the VAT applicable in each case. The customer shall bear all ancillary costs, such as freight, insurance, export, transit, import and other permits as well as authentications, certifications, etc. The customer must likewise pay all kinds of taxes, duties, charges, customs duties and similar charges levied in connection with the agreed goods and services.
- 4.2. The following terms and conditions of payment shall apply without special written arrangements: advance payment for material (share pursuant to order confirmation, without discount), 10 days net after order issue, final invoice 10 days net after technical commissioning or acceptance of the work (pursuant to order confirmation). If a service provided by the customer prevents switching on of the system realised, the final invoice shall nevertheless be due for payment.
- 4.3. K+M EVT shall only begin with the deliveries and assembly once the material paid in advance pursuant to Section 4.2 has been provided by the customer.
- 4.4. A payment date agreed in the order confirmation shall be a fixed maturity date pursuant to Art. 2012 (2) OR (Code of Obligations), i.e. the customer shall already enter into default upon expiry of this date; a reminder by K+M EVT shall not be needed.
- 4.5. In the event of late payment, default interest of 5 % since the payment date must be paid.
- 4.6. Reservation of title The goods delivered by K+M EVT shall remain the property of K+M EVT until complete payment of the same by the customer. K+M EVT shall be irrevocably authorised by the customer to register the corresponding entry in the reservation of title register. The customer shall label goods that remain the property of K+M EVT as the property of K+M EVT:

5. Guarantee

General provisions

- 5.1. The customer shall be obliged to inspect the goods delivered within 14 days after delivery to the agreed location. If obvious defects exist or goods obviously different from those ordered delivered, the customer must report this immediately in writing to K+M EVT, but at the latest within 14 days from delivery. Otherwise, the goods shall be regarded as approved. Defects that are not obvious must be reported in writing to K+M EVT immediately after their discovery.

Guarantee in the case of goods sold (in the case of pure purchase agreement)

- 5.2. If K+M EVT merely acts as seller (e.g. in the case of installation of the goods by third parties or in the case of installation by the customer itself or in the case of goods that do not get installed), the guarantee claims of the customer for defects shall become time-barred upon the expiry of a year from delivery of the goods to the customer (Art. 210 [1 & 4] OR). In this case, the benefits and risks shall pass from the supplier/manufacturer to the customer or from K+M EVT to the customer at the moment of despatch. If the goods are installed in an immovable construction by K+M EVT, the period of limitation for the guarantee in application of Section 5.4 shall be two years from the day of the technical commissioning of the system or system component. In the event of installation in an immovable structure, the benefit and risk shall pass to the customer on the day of the technical commissioning or acceptance.
- 5.3. K+M EVT shall reserve the right in the event of defects to decide whether rescission, abatement, substitute performance and further subsequent improvement occur (guarantee).

Guarantee in the case of work and service agreements

- 5.4. If K+M EVT concludes an agreement for work and services with a customer, the claims of the customer for liability for defects for built-in components (such as inverters, substructures, battery storage, cable ducts, cables, plugs, overvoltage components) shall become time-barred after the expiry of two years from the day of the technical commissioning (or acceptance) of the system or system component.
- 5.5. If only built-in components are defective, K+M EVT shall supply only these defective components free of charge to the customer. By contrast, the defect search costs, costs for assembly, travel to and from the customer must be paid by the customer to K+M EVT (pursuant to hourly billing rate sheet K+M EVT valid at the time of guarantee).
- 5.6. K+M EVT shall reserve the right to decide in the event of guarantee whether rescission, abatement, substitute performance or subsequent improvement occur.

6. Duty of the customer to cooperate

- 6.1. The customer shall properly carry out the preparation work agreed, required and/or customary.
- 6.2. Moreover, the customer shall be obliged to provide K+M EVT with all the documentation, data and information, which is required for the realisation of the goods and services to be provided by K+M EVT in good time and in a suitable or agreed form and to draw the attention of K+M EVT to special technical requirements and specific local regulations and standards. In the event of material deliveries by the customer, it shall in addition be responsible for the complete, punctual and correctly-packaged delivery to the respective K+M installation location.
- 6.3. In the event of the execution of work at the customer, the customer must guarantee the safety of the personnel of K+M EVT at all times and permit the personnel the use of suitable workshops, installation and workplaces free of charge. In the event of defective safety, K+M EVT shall be entitled to refuse or immediately halt the work.
- 6.4. If the customer fails to meet its duty to cooperate, does so incorrectly or not on time, K+M EVT shall be entitled to do so itself at the expense of the customer or have third parties do so.

7. Assignment of product and service guarantee from manufacturers to customers

- 7.1. Irrespective of provisions to other effect, K+M EVT shall only provide a guarantee for purchased components/material insofar as suppliers actually provide guarantee performance. If the suppliers for example refuse guarantee performance or can no longer provide this, the guarantee shall lapse. K+M EVT shall assign the guarantee rights of the manufacturer of the purchased components/materials directly to the customer. The customer shall agree to this assignment and it shall assert the guarantee rights itself and directly vis-a-vis the manufacturer.

8. Transport and packaging

- 8.1. The transport (including packaging) shall at any rate on the account and at the risk of the customer. Special requests in connection with the transport must be disclosed in time to K+M EVT and any complaints addressed immediately to K+M EVT and the last haulier.

9. Benefits and risks

- 9.1. In the case of benefits and risks in work and service agreements - unless otherwise agreed in writing and subject to Section 5.2 - shall pass to the customer upon technical commissioning or acceptance at the domicile of the customer.

10. Liability

- 10.1. K+M EVT shall be liable for proximate and direct losses that K+M EVT culpably caused in implementation of the agreement up to a total amount of CHF 1,000,000 (one million Swiss francs). Any additional liability for losses of all kinds and on whatever legal basis shall be contractually excluded to the degree permissible by law, for example, in particular liability for indirect and direct losses, consequential losses, unforeseeable losses and purely financial losses (e.g. loss of sales, lost profit, lost savings, recourse claims, lost feed-in remuneration, etc.). Liability for personal injury shall remain unlimited.

11. Applicable law and jurisdiction

- 11.1. The legal relationship shall be exclusively subject to substantive Swiss law. The provisions of "Viennese commercial law" (CISG) and the conflict of laws standards of the Federal Act on International Private Law shall be expressly contractually excluded.
- 11.2. The registered office of K+M EVT AG shall be the exclusive place of jurisdiction.

12. Final provisions

- 12.1. The partners of K+M EVT shall be joint and several debtors vis-a-vis partnerships.
- 12.2. Rights and obligations from the agreement can only be assigned to third parties by the customer with the written permission of K+M EVT.
- 12.3. These GTC shall comprise the entire contractual intent of the parties concluding the agreement, together with the agreement/agreement for work and services. The agreement/agreement for work and services and GTC shall replace all previous written and oral arrangements between the parties in this regard. No ancillary agreements were reached between the parties. All addenda or supplements to these GTC or corresponding agreements must be in written form and require confirmation by the parties for their validity. This shall also apply to rescission of the written form requirement.
- 12.4. Should a provision of these GTC not be enforceable or be invalid, it shall only lapse to the extent of its non-enforceability or invalidity and must otherwise be replaced by a valid and enforceable provision, which a bona fide party would regard as an adequate economic replacement for the invalid and/or unenforceable provision. The remaining provisions of these GTC shall remain in binding force under all circumstances. This shall apply correspondingly in the event that a regulatory gap exists.
- 12.5. K+M EVT shall expressly reserve the right to amend these GTC at any time. The new conditions shall be disclosed to the customer and apply without objection with within the period of a month as approved.