

GENERAL TERMS AND CONDITIONS

General Terms and Conditions for the Supply & Installation of Charging Infrastructure

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1. SCOPE OF APPLICATION

These GTC govern the rights and obligations between Re-power and the customer in relation to the purchase of charging infrastructure and accessories as well as related optional services such as installation and commissioning.

2. CONCLUSION OF CONTRACT

Repower will prepare an offer for the customer on request. The offer is valid for three months from the date of issue, unless another period of validity is specified. Cancellation reserved.

If the customer accepts the offer with reference to these GTC, he agrees to these GTC, which form an integral part of the contract concluded by accepting the offer.

3. TERMS

The following terms apply to these GTC:

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|--------------------------------|---|
| GTC | General Terms and Conditions for the Supply and Installation of Charging Infrastructure |
| Customer | Purchaser of charging infrastructure |
| Charging infrastructure | Charging stations, accessories, signaling, signposting, installation, communication equipment, etc. |
| Repower | Repower AG, Via da Clalt 12, 7742 Poschiavo |

4. CHARGING INFRASTRUCUTE

4.1. Charging station

The content and technical design of the charging station is specified in the offer.

4.2. Accessories

The content and technical design of the charging station is specified in the offer.

4.3. Labelling of public charging infrastructure

Wird eine Ladestation für die Öffentlichkeit zugänglich sein, so werden dem Kunden die Ladestationen von Repower mit einer Standard-Beschriftung übergeben. Eine Änderung, Entfernung oder Abweichung von dieser Standard-Beschriftung ist nur zulässig, wenn dies mit Repower vereinbart wurde.

4.4. Labelling of public charging infrastructure

If a charging station is to be accessible to the public, Repower will provide the customer with the charging stations with standard labelling. Modification, removal or deviation from

this standard labelling is only permitted if this has been agreed with Repower.

4.5. Delivery and notification of defects

If specified in the offer, Repower will deliver the charging stations and accessories to the location agreed with the customer.

The customer or his representative must inspect the charging stations or accessories for defects immediately upon receipt. Obvious defects must be reported immediately, noted in writing on the delivery note and signed by the carrier. Other complaints and defects, if justified, will only be considered if they are reported to Repower in writing immediately after discovery. The customer shall bear the burden of proof for the existence of defects.

Repower agrees the delivery date with the customer as part of the ordering process. As delivery depends on the availability of the hardware product manufacturer, Repower is generally free to determine the delivery date.

4.6. Prerequisite for installation and operation

The customer must have a suitable area for the installation of a charging station and accessories. This means that the customer must have the necessary rights to install and operate the charging infrastructure (e.g. ownership or building rights to the area, necessary rights for the installation of signaling).

The customer is advised that the installation and operation of charging infrastructure requires a connection to the electricity grid (an appropriate fuse), a supply line (connection between the grid connection and the charging station), as well as any civil engineering work (e.g. concrete foundation) and possibly compliance with the specifications of the local grid operator (the "operating requirements"). The customer is solely responsible for the fulfilment and ongoing compliance with the operating requirements and must also bear the associated consequences and costs.

4.7. Data Connection

It should be noted that the customer must ensure suitable data connectivity at the installation site if online functions associated with the charging station are to be used. In principle, Repower provides the communication infrastructure between the charging station and the backend at the customer's expense. If the customer plans and installs the communication infrastructure with Repower hardware him-self, the customer is responsible for its correct functioning. A connection via a customer network is only possible after consultation with Repower. In this case, the customer assumes responsibility for the network connection.

Repower cannot be held responsible for the consequences of a missing or faulty network connection.

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4.8. Project management and construction management

As an option, Repower can take over project management for the customer and third parties (including submission of the installation notification) and/or site management for the installation. Obtaining any necessary authorizations for the construction project around the charging site is always the responsibility of the customer and the associated costs are to be borne by the customer.

4.9. Installation

The installation must be carried out in compliance with the operating requirements and all installation regulations in accordance with the operating instructions at the customer's expense and responsibility. The installation must be carried out by a qualified electrician (electrician in accordance with the Ordinance on Low-Voltage Electrical Installations ["NIV", SR 734.27]).

Optionally, Repower or a third party commissioned by Repower can carry out the installation. The detailed services can be found in the offer.

4.10. Commissioning

Commissioning includes the configuration of the charging station for operation in accordance with the customer's wishes, intended use and technical characteristics of the respective charging station type. If provided for in the offer, this is carried out by the installer on site and by Repower remotely.

If a station is put into operation without the assistance of Repower, any resulting claims will be rejected by Repower. In this case, the customer shall ensure commissioning independently and at his own responsibility.

4.11. Material warranty

The warranty period is 24 months from delivery of the charging infrastructure. The type of defect rectification (rectification [repair], replacement delivery, cancellation or reduction) is at Repower's discretion. Further claims are excluded. The warranty covers the costs of the mere rectification of defects in the charging stations and accessories (bring-in). Dismantling, transport costs and re-installation are at the customer's expense.

All warranty claims are excluded if regulations and/or instructions for use of the charging stations or accessories are not complied with by the customer or third parties, if the charging infrastructure is handled improperly, damaged intentionally or negligently, used in breach of contract or if the customer or a third party makes changes to the charging location without the prior written consent of Repower. Modifications or tampering with the charging stations (e.g. opening the housing) by a person not qualified for maintenance will invalidate any warranty claims.

Repower assumes neither a guarantee nor liability for future security and technology risks (e.g. compatibility between electric car and charging station or software issues).

4.12. Maintenance & operation

Compliance with all relevant electrotechnical and other safety regulations in connection with the operation of the charging stations and the professional maintenance of the charging stations are the responsibility of the customer. The customer can commission Repower to do this.

Troubleshooting and maintenance of charging stations may

only be carried out by a qualified electrician (electrician in accordance with the Ordinance on Low-Voltage Electrical Installations ["NIV", SR 734.27]). The customer undertakes to have the physical opening of the charging station, i.e. access to electrotechnical components, carried out exclusively by qualified electricians and to keep the charging station locked. Any warranty claims shall lapse if work on electrical components is carried out by the customer or by persons not authorized by Repower.

5. COSTS AND TERMS OF PAYMENT

The costs to be paid by the customer are set out in the offer. The agreed prices are exclusive of VAT.

Invoices from Repower must be paid within 30 days of receipt.

The customer's claims may not be offset against Repower's claims.

6. PROVISION OF SERVICES BY THIRD PARTIES

Repower is authorized to have the services described in the GTC performed in whole or in part by third parties. The rights arising from these GTC in favor of Repower shall also accrue to the third parties engaged by Repower.

7. DATA PROTECTION

Repower processes all personal data carefully and in accordance with the applicable data protection regulations. The processing of personal data in Switzerland is governed by the Federal Act on Data Protection (FADP) and the associated ordinances. Repower also complies with the EU General Data Protection Regulation (GDPR) in connection with the processing of personal data that falls within the scope of EU legislation.

If permitted by law, if Repower has overriding interests or if the customer has given consent, Repower may process the personal data collected for the following purposes and, if necessary, transfer it to third parties in Switzerland and abroad:

- for the processing of the contractually agreed service and for the maintenance of the customer relationship (contact details and payment data).
- for invoicing, for debt collection purposes and for creditworthiness and credit checks (contact details and payment data).
- for the safety and smooth operation of the products or services purchased from Repower and which are required for information about changes to the products or services.
- for the fulfilment of legal and regulatory requirements.
- for marketing purposes, i.e. for sending newsletters, information letters, offers, etc. The customer can restrict or prohibit the use of their data for marketing purposes at any time by contacting emobility@repower.com.

Further information on how we process your data can be found in the www.repower.com/ch/datenschutzerklaerung.

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8. COMMUNICATION AND USE OF LOGOS

The use of the respective company logos shall be determined by the parties on a case-by-case basis. However, the customer and Repower are authorized to publicize the co-operation and to use the respective company logo as a reference project for tenders.

9. LIABILITY

Repower's liability for itself and its auxiliary persons is excluded to the extent permitted by law, irrespective of the legal grounds. Repower's liability for indirect damage and consequential damage, such as loss of profit, interruption of operations, etc., is excluded to the extent permitted by law.

If the planning, installation and/or commissioning of a charging station is not carried out by Repower, Repower shall not be liable for any defect or damage resulting from, inter alia, faulty installation (failure to comply with the applicable installation regulations), commissioning/operation and maintenance (in particular failure to comply with the operating requirements and/or the regulations in the operating instructions).

Repower accepts no liability for the costs and consequences of the grid operator, the occurrence of load peaks and accepts no costs for grid reinforcements that may arise from the use of charging locations.

10. EXCLUSION OF WARRANTIES

Repower gives no assurances that the charging stations will function due to inadequate network coverage or data connection of the customer at the installation site.

The functioning of the charging stations and any online services is dependent on various third parties (e.g. network operators or software suppliers). Repower therefore gives no guarantee for the functionality of their systems.

Repower would also like to point out that the proper functioning of the charging stations requires compatible and state-of-the-art vehicle software.

11. FINAL PROVISIONS

The customer's general terms and conditions shall not apply.

The transfer of rights or obligations under this contract from Repower to a third party does not require the customer's prior written consent. The transfer of rights or obligations from the customer to a third party requires the prior written consent of Repower.

The invalidity of one or more provisions of the GTC shall not affect the validity of the remaining provisions of the GTC. Invalid provisions shall be replaced by a new provision that comes as close as possible to the economic and legal success of the invalid provision.

These GTC shall be governed exclusively by Swiss law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for any disputes arising from this contract shall be Chur, unless mandatory statutory provisions provide for a different place of jurisdiction.

Repower is authorized to amend these GTC at any time. Repower shall inform the customer of any forthcoming amendment to the GTC with at least one month's notice.

In the event of questions of interpretation or contradictions between the different language versions of these GTC, the German version shall prevail.