

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 For the purposes of these WTC, the terms as defined below shall have the following meanings:

Affiliate an entity that is (in)directly related to a Party and exercises control over that entity. This includes situations where a Party owns more than 50% of the shares or voting rights of that entity, or where a Party has the power to appoint the majority of the directors of that entity.

Agreement the written agreement between BAB and the Customer for the sale and supply of a Big Ass Battery and/or for the rental of a Big Ass Battery.

BAB Big Ass Battery B.V., having its registered office in Eindhoven (KVK number: 82038074) and place of business in (5705 BX) Helmond at Lange Dijk 13, Big Ass Battery Services B.V., having its registered office in Eindhoven (KVK number: 85774588) and place of business in (5705 BX) Helmond at Lange Dijk 13, and all its Affiliates.

Battery pack the batteries integrated into the Big Ass Battery that form an integrated energy storage unit.

Big Ass Battery the Big Ass Battery energy storage system, consisting of the Battery Package and Other Components as specified in the Agreement.

Charging cycle the charging transaction with the Big Ass Battery that begins upon connection of the electronic item you wish to charge with the Big Ass Battery and ends upon the request to end charging.

Customer the company that entered into the Agreement with BAB.

Force Majeure all circumstances, foreseeable or unforeseeable, that are beyond BAB's control, including: all situations that are considered force majeure in the law and jurisprudence, strikes, riots, war, boycotts, blockades, natural disasters, epidemics, pandemics, lack of raw materials, hindrance and interruption of transport possibilities, extreme weather conditions, fire, machine breakdowns, failures in BAB's business, problems at suppliers or other third parties on which BAB depends, import and export restrictions and/or measures taken by government agencies.

Limited Warranty has the meaning ascribed thereto in **Article 3.1**.

Location the location where the Big Ass Battery is located;

Party or Parties the Customer or BAB individually or the Customer and BAB jointly.

Other Parts all parts that are part of the Big Ass Battery, excluding the Battery Pack.

Warranty Claim has the meaning ascribed thereto in **Article 4.2**.

Warranty Period has the meaning ascribed thereto in **Article 3**.

Warranty Services repair or replacement services performed by BAB after acceptance of a Warranty Claim.

WTC these warranty conditions for BAB's Big Ass Battery.

1.2 In these WTC, "in writing" or "written" includes by regular post, e-mail and any other electronic communication device customary in the market.

1.3 In these WTC, the term "including" is used. Enumerations that follow this are not all-inclusive and are intended as examples.

1.4 Legal terms used in these WTC have the meaning ascribed to them under Dutch law.

1.5 These WTC have been drawn up in Dutch and English. In case of inconsistency between these versions, the Dutch version shall prevail.

ARTICLE 2 APPLICABILITY AND TRANSFER

2.1 The Limited Warranty is only applicable for Customers who have entered into an Agreement and only in the country where the Big Ass Battery was delivered to the Customer. If the Big Ass Battery is

moved to a different country, BAB is not obliged to provide Warranty Services in that country.

2.2 In case of any inconsistency between the provisions of these WTC and the provisions of the Agreement, the provisions of the Agreement shall prevail.

2.3 The Customer may assign the Limited Warranty to a third party if BAB has approved the transfer in writing and provided that Customer transfers these WTC, including the exclusions and limitations set forth therein. In the event that Customer extends or otherwise represents to a third party that the warranties are more extensive than or encompassing than those set forth herein, Customer shall indemnify BAB for any warranty claims based on Customer's representations.

2.4 The Customer is obliged to purchase the Services for a minimum term of five (5) years.

ARTICLE 3 SCOPE OF WARRANTY

BAB warrants to remedy defects in the Big Ass Battery free of charge (the **Limited Warranty**). The Limited Warranty on the Battery Pack shall be effective for a period from the date on which the Big Ass Battery is accepted by the Customer in accordance with the acceptance procedure set out in the Agreement, until, whichever occurs first, (i) 10 (ten) years after delivery, or (ii) the date on which the Big Ass Battery has completed 10.000 (ten thousand) Charging Cycles. For Other Parts, the Limited Warranty applies for a period of 2 (two) years after acceptance of the Big Ass Battery in accordance with the acceptance procedure set out in the Agreement. The warranty periods as described above are hereinafter referred to as the **Warranty Period**.

ARTICLE 4 WARRANTY PROCEDURE

4.1 If the Customer wishes to use the Warranty Services, Customer must adhere to the warranty procedure as described in this **Article 4**. If Customer fails to comply with this warranty procedure the Customer shall not be entitled to receiving the Limited Warranty. BAB's obligations under the Limited Warranty are limited to the actions listed under **Article 4.6**. These actions are exhaustive and do not imply any additional (compensation) rights.

4.2 If the Customer discovers a non-conformity to the Big Ass Battery during the Warranty Period, Customer shall as soon as possible notify BAB thereof in writing (a **Warranty Claim**). Each Warranty Claim shall include:

- Proof of purchase (the signed Agreement);
- Customer's name and contract information;
- Serial number of the Big Ass Battery;
- Location of the Big Ass Battery; and
- Description of the non-conformity.

The Warranty Claim shall be sent to the following address: service@bigassbattery.com.

4.3 The Customer shall not return the Big Ass Battery without BAB's express prior written authorization.

4.4 BAB shall, within a reasonable time, examine the Warranty Claim (either through remote access or through a visit to the Location) and inform the Customer if BAB accepts the Warranty Claim.

4.5 If BAB determines that the Warranty Claim does not qualify for the Limited Warranty (e.g. because one of the exclusions mentioned in **article 5** applies, or because the Customer has not complied with the warranty procedure), BAB will inform the Customer and explain why BAB does not accept the Warranty Claim.

4.6 If BAB determines that the Warranty Claim qualifies for the Limited Warranty, BAB will inform the Customer and repair or replace the Big Ass Battery at BAB's discretion. If repair or replacement proves impossible, BAB will terminate the Agreement and (i)



refund the full purchase price as paid by the Customer under the Agreement, or (ii) apply a price reduction and refund part of the purchase price as paid by the Customer under the Agreement. In case of repair or replacement of the Big Ass Battery, BAB will use parts that are at least functionally equivalent to the original part.

4.7 BAB explicitly gives no warranty to the Warranty Services to be provided other than that the Warranty Services are provided with good workmanship. This warranty of the Warranty Services shall terminate 90 (ninety) days from the date of completion of such Warranty Services.

4.8 Where the performance of the Warranty Services requires the Big Ass Battery to be returned to BAB, BAB will inform the Customer in writing of the return procedure.

4.9 The Warranty Services do not extend or renew the original Warranty Period.

4.10 BAB shall only bear the costs of any replacement Big Ass Battery (or parts), the transportation costs hereof to Customer and all direct labor costs in accordance with the Warranty Services under an accepted and justified Warranty Claim. All other costs, expenses and charges in connection with the Warranty Services, such as but not limited to costs, expenses and charges related to (de-)installation and re-installation of the non-conforming (parts of) Big Ass Battery, removal and replacement of other systems, structures or other parts of the Location, temporary power supply, travelling and lodging expenses from BAB's employees and/or sub-contractors and legal and remedial costs shall be for Customer's risk and expense, unless BAB and Customer have agreed upon otherwise in the a service level agreement.

4.11 BAB's total warranty costs, charges and expenses with respect to the Warranty Services to be performed under the Limited Warranty shall be limited to a maximum of the original purchase price of the Big Ass Battery as mentioned in the Agreement. Any surplus shall be borne by Customer.

4.12 The costs in connection with an unaccepted and unjustified Warranty Claim of Customer shall be borne entirely by Customer.

ARTICLE 5 WARRANTY EXCLUSIONS AND LIMITATIONS

5.1 The Customer is not entitled to the Limited Warranty if the defect in the Big Ass Battery is caused by:

5.1.1 improper use, storage, operation, maintenance or installation of the Big Ass Battery, including non-standard use and use or installation contrary to instructions or manuals provided by BAB, or failure by the Customer to follow accepted industry practices;

5.1.2 normal wear and tear, erosion, corrosion, abnormal or improper operating conditions, dust, accidents, abuse, vandalism, damage, abuse, misuse or use of parts not supplied or approved by BAB;

5.1.3 modification, repair, maintenance or alterations made to the Big Ass Battery (i) contrary to instructions or manuals provided by BAB; and/or (ii) by third parties without BAB's prior written consent;

5.1.4 defects or failures arising from improper installation of the Big Ass Battery;

5.1.5 power outages or de-energization of grid connections or any other interruption of the supply of electricity from the local grid to the Big Ass Battery, including any constraint imposed by the operator of the public electricity distribution system in the region of the Location that results in a constraint in the amount of electricity that can be imported from the local grid through the grid connection;

5.1.6 loss of Wi-Fi/data connection to the Location;

5.1.7 use of the Big Ass Battery in connection with equipment or items which are not compatible/interoperable with the Big Ass Battery, unless BAB has confirmed such compatibility/interoperability to the Customer in writing;

5.1.8 removal, relocation and reinstallation of the Big Ass Battery without BAB's prior written consent;

5.1.9 exposure to aggressive fumes, liquids, cement, limestone, paint, cleaning agents corrosive substances, salt, chemicals or other pollutants;

5.1.10 any external factors affecting the Big Ass Battery while in Customer's possession, including unusual physical or electrical stresses such as power surges, uncontrolled voltages and currents, lightning, flooding, fire, smoke, infestations of insects and/or other animals, accidents, exposure to extremely hot or cold temperatures or by other unpredictable weather conditions;

5.1.11 any defect or malfunction caused by the vehicle, equipment and/or item connected to the Big Ass Battery (including defects or malfunctions in the battery of that vehicle, equipment and/or item);

5.1.12 failure to properly connect a vehicle, equipment and/or item to the Big Ass Battery; and/or

5.1.13 the provision of incorrect information and documentation, including specifications, by the Customer to BAB.

5.2 The Limited Warranty does not cover defects (cosmetic or superficial), including but not limited to: paint damage, dents, stains, cracks or scratches that do not affect the proper operation of the Big Ass Battery. The Limited Warranty does not cover defects (cosmetic or superficial), including but not limited to: paint damage, dents, stains, cracks or scratches that do not affect the proper operation of the Big Ass Battery.

5.3 The Limited Warranty does not apply for Big Ass Batteries whose type or serial number labels have been altered, removed or rendered illegible.

5.4 The Limited Warranty also does not apply if the Customer fails to fulfil, whether properly or timely, any obligation under the Agreement.

ARTICLE 6 FORCE MAJEURE

BAB shall not be liable if it is unable to fulfil its obligations under the Limited Warranty due to Force Majeure. If BAB is affected by Force Majeure or if BAB anticipates that Force Majeure will occur, BAB will inform the Customer as soon as possible thereof.

ARTICLE 7 APPLICABLE LAW AND DISPUTES

7.1 These WTC are governed by Dutch law.

7.2 The UN Convention on the International Sale of Goods 1980 ("CISG") and any other present or future provisions of international conventions governing the sale of movable property are excluded to the extent permitted.

7.3 In case of disputes arising from or related to these WTC, the Parties will first try to reach a solution between themselves. If this fails, the dispute will be submitted to the competent court of Oost-Brabant, the Netherlands.

7.4 Notwithstanding **Article 7.3**, in the event BAB is the plaintiff, it may submit the dispute to the competent court in the Customer's place of business.

