

GENERAL TERMS AND CONDITIONS FOR BIG ASS SERVICE B.V.

PREAMBLE

- 1 These General Conditions shall apply to the Contract when the parties agree In Writing or otherwise thereto. Any deviations must be agreed In Writing.

DEFINITIONS

- 2 In these General Conditions the following terms shall have the meanings hereunder assigned to them:
 - **"Contract"**: the agreement In Writing between the parties concerning maintenance to be performed by Contractor and all appendices, including agreed amendments and additions In Writing to the said documents;
 - **"Contractor"**: the party responsible for providing the maintenance on the Equipment;
 - **"Customer"**: the party that has purchased a maintenance contract from Contractor;
 - **"Equipment"**: the Battery Energy Storage System (BESS) and related components;
 - **"Approved Equipment"**: the brands, models or product families of BESS systems that Contractor has approved for maintenance services, as specified in the Contract, any of its appendices, any technical documentation or service specifications referenced therein, or as otherwise communicated In Writing by Contractor. Contractor may update the scope of Approved Equipment for future Contract periods, with such updates applying only prospectively;
 - **"Software"**: the software platforms, cloud services, telemetry tools or other digital systems provided by any third party and used for data acquisition, monitoring, diagnostics or control of the Equipment;
 - **"Monitoring Software"**: any digital system or platform used for telemetry, data acquisition, monitoring or diagnostics of the Equipment, regardless of whether such systems are supplied by Contractor or third parties;
 - **"Energy Management System" or "EMS"**: the control system responsible for managing charging, discharging, power flows, energy optimization and safety functions of the Equipment;
 - **"Service Level Agreement" or "SLA"**: the document, appendix or schedule forming part of the Contract in which the specific maintenance services, preventive maintenance, service levels, response times, obligations of Contractor and any Customer-specific arrangements are defined. An SLA applies only where explicitly agreed In Writing and is distinct from Time-and-Materials ("T&M") service, under which no preventive maintenance or proactive obligations are included;
 - **"Time-and-Materials" or "T&M"**: the service model under which Contractor performs maintenance work solely upon Customer's request and charges for such work based on actual time spent, materials used, travel and other expenses at Contractor's then-current rates, without any obligation on Contractor to plan, initiate or notify Customer of preventive maintenance;
 - **"Gross Negligence"**: an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;
 - **"In Writing"**: communication by document signed by both parties or by letter, electronic mail and by such other means as are agreed by the parties;
 - **"Wear Parts"**: those parts of the Equipment, which shall be replaced under the preventive maintenance. The SLA shall identify the Wear Parts and the intervals at which they shall be replaced.

SCOPE OF ELIGIBLE EQUIPMENT

- 4 Contractor shall only be obligated to perform maintenance services on Equipment that qualifies as Approved Equipment. Any Equipment that does not qualify as Approved Equipment shall fall outside the scope of Contractor's obligations under this Contract, unless expressly agreed In Writing.
- 5 Customer shall, upon request of Contractor, provide all technical documentation, commissioning records, model identifiers, serial numbers and any other reasonable information required to verify that the Equipment qualifies as Approved Equipment.
- 6 Contractor shall not be obligated to maintain BESS systems, components or auxiliary Equipment that do not fall within the category of Approved Equipment, unless expressly agreed In Writing.
- 7 Contractor may refuse or suspend maintenance work if the Equipment has been modified, integrated, combined or operated in a manner inconsistent with the relevant manufacturer guidelines, safety regulations, or Contractor's instructions, or if such work would, in Contractor's reasonable opinion, create a safety risk.
- 8 Contractor may amend the scope of Approved Equipment at any time for future Contract periods, provided such amendments are communicated In Writing to Customer. Any update to the scope of Approved Equipment shall not affect the status of Equipment already accepted under the current Contract term, except where Customer subsequently modifies or integrates such Equipment in a manner that creates a safety risk or materially changes its configuration.

SCOPE OF THE MAINTENANCE

- 9 Contractor shall perform preventive and/or corrective maintenance only to the extent and in the manner defined in the applicable SLA, which forms part of the Contract. No other maintenance activities are included.
- 10 Maintenance shall be limited to Approved Equipment as defined in these General Conditions. Equipment, components, software or integrations that fall outside this scope are excluded unless expressly agreed In Writing.
- 11 Maintenance may only be carried out where the Equipment is safe, reasonably accessible and supported by the documentation, shutdown procedures and site conditions required for proper performance. Contractor

may refuse, suspend or discontinue maintenance if these conditions are not met.

- 12 All maintenance work shall be performed at Customer's premises, unless the parties agree In Writing that specific work will be carried out elsewhere.

PREVENTIVE MAINTENANCE

- 13 Preventive maintenance shall be performed with reasonable skill and care and solely to the extent and in the manner defined in the applicable SLA.
- 14 Preventive maintenance that is not included in an SLA shall only be performed upon explicit request of the Customer and shall be billed on a Time-and-Materials basis at Contractor's current rates. Such work shall not create any ongoing preventive obligations for Contractor, and shall not be interpreted as forming part of an SLA or equivalent service commitment.

CORRECTIVE MAINTENANCE

- 15 Corrective maintenance shall be performed with reasonable skill and care in order to remedy functional defects in the Equipment and solely to the extent defined in the applicable SLA.
- 16 Corrective maintenance shall be commenced without undue delay or within the time specified in the SLA or the Contract.
- 17 Any corrective maintenance activities not explicitly included in the SLA are excluded from Contractor's obligations.

OPERATIONAL RESPONSIBILITIES DURING MAINTENANCE

- 18 Each time Contractor performs maintenance work, Contractor shall prepare a report In Writing describing the observations made and the measures taken. A copy of the report shall be provided to Customer. If the SLA specifies additional reporting requirements, such requirements shall apply.
- 19 Customer shall be responsible for the necessary daily care and safe operation of the Equipment in accordance with the applicable manufacturer guidelines and any instructions provided by Contractor. Customer shall keep a log of the operation and daily care of the Equipment.
- 20 Both Contractor and Customer shall use only original manufacturer (OEM) parts or parts of equivalent quality when carrying out maintenance or daily care of the Equipment. Contractor shall supply, replace or install spare parts only for Approved Equipment, unless otherwise agreed In Writing. Customer shall not install or use incompatible or non-approved parts that may affect the safety, performance or maintainability of the Equipment.

SOFTWARE, FIRMWARE AND MONITORING

- 21 Contractor shall perform firmware checks and firmware updates only to the extent such updates are made available by the relevant manufacturer or supplier and can be safely installed in accordance with their published instructions.
- 22 Contractor shall not be liable for any malfunction, downtime, misreporting or loss of performance arising from defects or limitations in the Monitoring Software, Energy Management Systems (EMS), communication networks, telemetry systems or any other IT services provided by third parties.
- 23 Contractor may rely on data generated by Monitoring Software when performing maintenance activities; however, the accuracy, completeness or availability of such data shall remain outside Contractor's responsibility.
- 24 Where remote access, online monitoring or Software is required for maintenance, Customer shall provide Contractor, free of charge and in due time, with all necessary network access, accounts, login credentials, API permissions or other access tools required for such purpose.
- 25 If a malfunction is found to be caused (in whole or in part) by Software or digital systems provided by a third party, Contractor shall inform Customer accordingly. Contractor shall not be obligated to correct or remedy such third-party Software defects.

CUSTOMER RESTRICTIONS AND ALTERATIONS

- 26 Except as expressly permitted under the Contract, Customer shall not, without Contractor's prior consent In Writing, perform or engage any third party to perform any maintenance activities, repairs, firmware updates, part replacements, safety-related interventions or other technical work falling within the scope of Contractor's obligations under the Contract or the SLA. Any such unauthorized actions shall release Contractor from all obligations and liability related to the affected Equipment, unless Customer demonstrates that its actions could not reasonably have affected Contractor's prior work.
- 27 Customer shall without undue delay notify Contractor In Writing of any alterations, modifications, integrations, software or firmware changes, operational adjustments or other measures that may affect the Equipment, its operation, or Contractor's ability to perform its obligations under the Contract or the SLA.
- 28 Upon termination under this clause, Contractor shall be entitled to compensation for the reasonable and documented costs directly related to the alteration or situation causing the termination. Such compensation shall be subject to the same liability limitations that apply elsewhere in this Contract, except where a higher amount is expressly agreed between the parties In Writing.
- 29 Any alteration involving non-approved components, integrations with non-Approved Equipment, changes affecting safety systems, or any modification that creates or increases a safety risk shall entitle Contractor to suspend performance immediately. If Customer does not remedy such situation without undue delay, Contractor may terminate the Contract with immediate effect by notice In Writing.

PRICE ESTIMATE. PAYMENT IN CASE OF NON-COMPLETION OF CORRECTIVE MAINTENANCE

- 30 When corrective maintenance is performed on a T&M basis, Contractor shall provide Customer with a non-binding price estimate after completing the initial fault tracing but before performing any remedial or other corrective work. Contractor shall notify Customer without undue delay if it becomes

- apparent that the final price is likely to exceed the estimate by more than ten percent (10%).
- 31 If Customer at any stage chooses not to proceed with the corrective maintenance, or if the corrective maintenance is not carried out or completed for any reason other than negligence of Contractor, Customer shall pay Contractor for all work performed up to that point, including fault tracing, preparation of the price estimate, travel time, site mobilization, remote diagnostics and any documented costs incurred for winding up the work, at Contractor's current rates.
 - 32 If the parties have agreed on a lump-sum price for the corrective maintenance and Customer chooses not to proceed with the work, or if the work is not completed for any reason other than negligence of Contractor, Contractor shall be entitled to the agreed lump-sum amount, less any costs not incurred by Contractor.
 - 33 If the parties have agreed on a lump-sum price for the corrective maintenance and Contractor, due to circumstances attributable to Contractor, is not able to complete the work, Customer shall only be required to pay for the portion of the work actually performed by Contractor from which Customer can reasonably derive value. In no event shall Customer be required to pay more than the agreed lump-sum price.

PREPARATORY WORK AND WORKING CONDITIONS

- 34 Maintenance work shall normally be carried out at Customer's premises, unless the parties have agreed in Writing that specific work will be carried out elsewhere. For all maintenance performed at Customer's premises, Customer shall ensure that:
 - a) Contractor's personnel have access to the site and are able to start work at the agreed time and perform the work during normal working hours. Corrective maintenance may be performed outside normal working hours if reasonably necessary and provided that Customer has been notified in Writing in advance;
 - b) Customer has, in good time prior to the scheduled start of the maintenance work, provided Contractor in Writing with all applicable site-specific safety regulations. Maintenance work shall not be carried out in unsafe, hazardous or unsuitable environments. Customer shall ensure that all necessary safety and precautionary measures are implemented and maintained. Contractor shall notify Customer of any special hazards related to the maintenance work;
 - c) the area where the maintenance is to be performed is safe, clean, accessible and suitably ventilated and that Contractor's personnel have access to sanitary facilities and drinking water;
 - d) Customer provides, free of charge and when required, adequate site access, lifting or handling assistance and any Customer-owned measuring or testing instruments that are reasonably necessary for the maintenance work, to the extent specified by Contractor in Writing;
 - e) Contractor's personnel are provided free of charge with a suitable workspace at Customer's premises, including access to electricity and internet for diagnostic and reporting purposes;
 - f) adequate and secure storage space is made available free of charge for Contractor's tools, Equipment and materials required for the maintenance work; and
 - g) the access routes to the location where the maintenance is to be performed are safe and suitable for Contractor's personnel, tools and Equipment.
- 35 If the maintenance work is to be carried out outside Contractor's country, Customer shall, upon Contractor's request, provide reasonable assistance with any customs, import or export procedures required for Contractor's tools, equipment or materials, and such assistance shall be provided free of charge. All additional costs arising from performing maintenance outside Contractor's country, including but not limited to travel time billed at Contractor's applicable hourly rates, travel and accommodation expenses, visas, permits, insurance, transport, mobilization and demobilization costs, customs fees and any other documented out-of-pocket expenses, shall be borne by the Customer.

TRANSPORT OF EQUIPMENT AND RISK OF LOSS

- 36 If Equipment is transported for off-site work, Customer bears the risk unless caused by Contractor's negligence. Related costs are charged at Contractor's applicable rates.

TECHNICAL DOCUMENTATION

- 37 Customer shall, in good time, provide current technical documentation in its possession that is relevant for carrying out the agreed maintenance (including, by way of example, drawings, descriptions, diagrams, software and configuration information, operating instructions and commissioning records). Customer shall also provide any operational logs or records required under the Contract or the SLA. Contractor may not use such documentation for any purpose other than to fulfill the Contract.

NOTICE OF PREVENTIVE MAINTENANCE

- 38 If Customer has entered into a SLA that includes preventive maintenance, Contractor shall notify Customer at least one (1) week in advance of the time when such preventive maintenance will be carried out, unless the time is already specified in the Contract or the SLA.
- 39 If Customer has not entered into an SLA and the maintenance is provided on a T&M basis, Contractor shall have no obligation to notify Customer of or schedule any preventive maintenance. In such cases, preventive maintenance will only be carried out upon Customer's request and shall be charged in accordance with Contractor's current rates.

COORDINATION OF PREVENTIVE AND CORRECTIVE MAINTENANCE

- 40 If Customer has entered into an SLA that includes preventive maintenance and corrective maintenance is carried out shortly before preventive

maintenance is due, Contractor may, with Customer's consent in Writing, perform the preventive maintenance at the same time.

- 41 When preventive and corrective maintenance are carried out during the same site visit, Customer shall not be charged twice for travel time, mobilization or other costs that would otherwise be duplicated. The regular preventive-maintenance fee as specified in the SLA shall, however, remain payable.
- 42 The scheduled intervals for preventive maintenance specified in the Contract or the SLA shall not otherwise be affected by such coordinated maintenance.

CUSTOMER'S DELAY

- 43 Customer shall immediately notify Contractor in Writing if Customer is unable to provide access for Contractor to perform the maintenance at the agreed or notified time. Any agreed time for completion of the maintenance shall be extended as necessary in light of the circumstances.
- 44 If Customer fails to meet its responsibilities under this Contract, including but not limited to safe site access, required shutdowns, documentation, or preparation, Contractor may suspend or postpone the work. Any resulting delay shall be deemed attributable to the Customer and Contractor shall be compensated for the reasonable and documented costs directly arising from such delay.
- 45 If Customer has not entered into an SLA and the maintenance is performed on a T&M basis, any delay caused by Customer shall likewise be chargeable in accordance with Contractor's then-current rates.

TESTING AFTER CORRECTIVE MAINTENANCE

- 46 When Contractor has completed the corrective maintenance, Contractor shall notify Customer in Writing. Contractor shall thereafter assist Customer in carrying out the functional tests that have been agreed upon in the Contract or the SLA, or that are reasonably necessary to verify that the corrective maintenance work performed by Contractor has been successfully completed.
- 47 Contractor's assistance shall be limited to tests directly related to the corrective maintenance performed and shall not extend to system-wide performance tests, EMS configuration tests, third-party equipment tests, or any other tests beyond the agreed scope.
- 48 Customer shall ensure that safe and suitable operating conditions are in place to carry out the required tests.

CONTRACTOR'S DELAY

- 49 If Contractor, due to negligence, fails to start or complete corrective maintenance within the time agreed in the Contract or the SLA, Customer may give Contractor notice in Writing fixing a final reasonable period for starting or completing the work. Such period shall not be less than two (2) weeks.
- 50 If Contractor fails to start or complete the corrective maintenance within such final period and such failure is solely due to Contractor's negligence, Customer may engage a third party to perform only the specific corrective maintenance tasks that Contractor failed to complete. Contractor shall reimburse Customer for the reasonable and documented costs of such corrective maintenance, provided that Customer demonstrates that the work has been successfully completed.
- 51 Customer shall not be entitled to engage third parties to perform any other maintenance activities, or activities involving Approved Equipment outside the specific scope of the corrective work that Contractor failed to perform.
- 52 If Contractor, due to negligence, fails to start or complete preventive maintenance at the agreed time or within the agreed interval under an SLA, Customer may give notice in Writing fixing a final reasonable period for starting or completing the preventive maintenance, which shall not be less than two (2) weeks.
- 53 If Contractor fails to perform the preventive maintenance within such final period, Customer may terminate the Contract with immediate effect and claim compensation only for reasonable additional costs caused by the delay during the period until the earliest date for normal termination of the Contract.
- 54 The remedies specified in this clause shall be Customer's sole and exclusive remedies in the event of Contractor's failure to timely start or complete corrective or preventive maintenance, whether under an SLA or on a T&M basis. Contractor shall have no liability for delays caused by circumstances beyond its reasonable control, including but not limited to lack of site access, unsafe working conditions, unavailability of parts, network or EMS issues, or actions of third parties.

REMUNERATION FOR PREVENTIVE MAINTENANCE

- 55 As specified in the applicable SLA, the fees for preventive maintenance are limited to the labor hours required to perform the preventive maintenance and the standard Wear Parts expressly included in the SLA. Such fees do not include travel time, materials other than the included Wear Parts, mobilization, or any other ancillary costs, unless expressly stated otherwise in the SLA.
- 56 If preventive maintenance is performed outside normal working hours or if waiting time arises due to circumstances attributable to Customer, such additional costs shall be invoiced separately at the rates specified in the applicable SLA or, where no SLA applies, at Contractor's then-current T&M rates.
- 57 Where the applicable SLA includes labor for on-site maintenance during standard service hours, no additional labor charges shall apply for preventive maintenance performed within such hours.
- 58 All amounts shall be exclusive of value added tax and any other applicable taxes or charges.

REMUNERATION FOR CORRECTIVE MAINTENANCE

- 59 Corrective maintenance shall be charged in accordance with the rates specified in the applicable SLA. If Customer has not entered into an SLA, corrective maintenance shall be charged on a T&M basis at Contractor's then-current rates.
- 60 Corrective maintenance includes both remote troubleshooting and on-site corrective work.
- 61 Contractor's invoice for corrective maintenance shall specify, where applicable, the following items:
- a) labor time;
 - b) travel time and travel costs;
 - c) mobilization or call-out fees;
 - d) transport costs;
 - e) costs of spare parts and other materials used, including any material surcharges as specified in the SLA;
 - f) waiting time, overtime and any additional costs caused by Customer;
 - g) remote diagnostics; and
 - h) any other reasonable documented costs.
- 62 If the parties agree that corrective maintenance shall be performed for a lump-sum price, such price shall be deemed to include only the work and materials expressly stated in the lump-sum agreement.
- 63 If the corrective maintenance is delayed due to circumstances not attributable to Contractor, Customer shall compensate Contractor for:
- a) waiting time and time spent on additional journeys;
 - b) costs and extra work resulting from the delay, including securing, removing or reinstalling the Equipment;
 - c) additional costs arising from having to keep tools or Equipment at Customer's premises longer than anticipated;
 - d) additional travel, accommodation or mobilization costs for Contractor's personnel;
 - e) financing or insurance costs directly caused by the delay; and
 - f) any other reasonable documented costs resulting from changes to the maintenance schedule.
- 64 Except for materials, the charges for each cost item shall be based on the rates and price lists set out in the applicable SLA. Where no SLA applies, Contractor's then-current T&M rates shall apply.
- 65 Materials shall be charged at Contractor's actual purchase price plus the material surcharge percentage applicable to Customer's SLA tier, or, if no SLA applies, at Contractor's then-current T&M material surcharge.
- 66 All amounts are exclusive of value added tax and any other applicable taxes or charges.

PAYMENT

- 67 The SLA constitutes a subscription service that is entered into and managed through Contractor's customer portal. Customer may select any payment method offered in the portal, including direct debit (preferred) or any other method made available by Contractor. SLA subscription fees shall be charged and payable in accordance with the billing cycle specified in the SLA and the payment method selected by Customer in the portal.
- 68 Any upgrade of the SLA selected by Customer through the customer portal shall take effect immediately. Contractor shall invoice Customer on a pro-rata basis for the remainder of the then-current SLA Term. Any amounts already paid by Customer for the remainder of that term shall be credited against the pro-rata fees resulting from the upgrade. An upgrade automatically results in a new SLA term of twelve (12) months commencing on the date the upgrade takes effect. Any downgrade of the SLA, including a reduction of service level, scope or included features, shall take effect only at the start of the next SLA Term unless otherwise agreed In Writing.
- 69 Customer may select in the customer portal whether the SLA subscription is billed on a monthly or an annual basis. Annual billing may include a discount as specified in the portal or in the SLA. A switch from annual billing to monthly billing may only take effect at the end of the then-current twelve (12)-month SLA term. As from the start of the new term, the SLA shall continue on a monthly billing basis and any discount applicable to annual billing shall cease to apply. Customer may switch from monthly billing to annual billing at any time through the customer portal. Such switch shall take immediate effect and shall start a new twelve (12)-month contract term. Pricing for the renewed term shall apply in accordance with the applicable price-adjustment provisions of this Contract.
- 70 Contractor may apply an annual indexation of the SLA remuneration in accordance with the CPI plus a surcharge. Such indexation shall not entitle Customer to terminate the SLA with immediate effect.
- 71 Any price changes other than the annual indexation, including adjustments for commercial or operational reasons, shall apply only upon the renewal of the then-current twelve (12)-month SLA term. Contractor shall notify Customer In Writing of such non-indexation price changes at least thirty (30) days prior to the commencement of the renewed term.
- 72 If Customer does not agree to the price change, Customer may terminate the SLA In Writing without penalty. Such termination shall take effect at the end of the then-current SLA term, provided Customer gives notice within thirty (30) days after receipt of the price-change notification.
- 73 If Customer does not exercise its termination right within this period, Customer shall be deemed to have accepted the new pricing for the renewed SLA term.
- 74 Fees for preventive and corrective maintenance performed under the Contract (including under an SLA) shall be invoiced after completion of the relevant work. Such invoices shall be payable within fourteen (14) days from the invoice date. These invoices are not processed through Customer portal and must be paid in accordance with the instructions stated on the invoice.

LATE PAYMENT

- 75 If Customer fails to pay any amount when due, Contractor shall be entitled to interest from the due date. The interest rate shall be eight (8) percentage points above the interest rate applied by the European Central Bank to its main refinancing operations. Customer shall also pay recovery costs equal

to one percent (1%) of the overdue amount, without prejudice to any additional recovery costs permitted under applicable law.

- 76 If payment for corrective maintenance, T&M invoices or any non-SLA charges is overdue, Contractor may, after notifying Customer In Writing (including by email), suspend its performance of the Contract, including any preventive maintenance, corrective maintenance, remote support or other services, until payment has been received.
- 77 For SLA subscription payments specifically, Contractor may suspend the SLA and all services provided under it if Customer fails to maintain a valid payment method in the portal or if an automatic payment cannot be processed. Notifications of such suspension may be provided through the customer portal.
- 78 After completion of maintenance work and to the extent permitted by applicable law, Contractor may retain the Equipment or other property of Customer in its possession until all outstanding amounts have been paid.
- 79 Customer shall compensate Contractor for any additional costs incurred due to the suspension and the subsequent resumption of the maintenance work, including but not limited to travel costs, waiting time, rescheduling costs and any other reasonable documented expenses.

DEFECTS AND REMEDIES

- 80 Contractor shall, at its own cost and without undue delay, remedy any defect in its preventive or corrective maintenance work, or in parts supplied and installed by Contractor, to the extent such defect is directly caused by Contractor's negligence or failure to exercise reasonable skill and care. Preventive maintenance does not create any warranty regarding the future performance, condition or functionality of the Equipment.
- 81 A defect shall be deemed eligible for remedy only if:
- a) it is directly attributable to negligent maintenance work or negligent installation of parts by Contractor;
 - b) Customer notifies Contractor In Writing without undue delay after discovering the defect; and
 - c) the defect is not caused by wear and tear, improper use, inadequate site conditions, EMS or software issues beyond Contractor's control, third-party interventions, or Customer's failure to follow operational or safety instructions.
- 82 Defects directly attributable to corrective maintenance work or to parts supplied and installed by Contractor shall be remedied if they become apparent within twelve (12) months of completion of such work. No liability period applies to preventive maintenance beyond the remedy obligation described above.
- 83 If Contractor, due to negligence, fails to remedy an eligible defect within a reasonable period after receiving notice, Customer may give Contractor a final Written notice fixing a period of not less than two (2) weeks for completion of the remedial work.
- 84 If Contractor fails to remedy the defect within that final period and such failure is solely attributable to Contractor, Customer may engage a qualified third party to perform only the specific remedial work that Contractor failed to complete. Contractor shall reimburse Customer for the reasonable and documented costs of such successful remedial work.
- 85 If the remedial work performed by Customer or a third party is not successful, Customer may terminate the Contract by notice In Writing. Upon termination, Contractor shall reimburse Customer only for the reasonable and documented costs of such unsuccessful remedial work and for any payment already made for the defective work originally performed by Contractor.
- 86 The remedies in this section are Customer's sole and exclusive remedies for defects in Contractor's maintenance work or parts supplied and installed by Contractor.

NOTICE OF DEFECTS

- 87 Customer shall notify Contractor In Writing without undue delay after discovering any defect in the maintenance work or in parts supplied and installed by Contractor. A defect shall be deemed discovered when Customer knew or ought reasonably to have known of the defect.
- 88 If Customer fails to notify Contractor of a defect without undue delay, Customer shall lose its rights in respect of the defect, except where the defect is of such a nature that it should reasonably have been apparent to Contractor during the performance of the work.
- 89 Customer shall immediately notify Contractor of any defect or condition that may pose a safety risk or may affect the safe operation of the Equipment. Any failure to provide such notice shall release Contractor from liability to the extent the lack of notice contributed to the defect or its consequences.

MEASURES TO PREVENT DAMAGE

- 90 If any defect in Contractor's maintenance work or in parts supplied and installed by Contractor may pose a risk of damage to Customer's property, including the Equipment, Customer shall notify Contractor In Writing immediately after becoming aware of such risk.
- 91 Customer shall take all reasonable and safe measures to minimize or prevent damage, including following any instructions given by Contractor. Any failure by Customer to notify Contractor or to take reasonable measures shall release Contractor from liability to the extent that such failure contributed to the damage.
- 92 Contractor shall compensate Customer for the reasonable and necessary costs of such mitigating measures, but only to the extent that Contractor would have been liable for the underlying damage according to this Contract.

LIABILITY AND LIMITATION OF LIABILITY

- 93 Contractor shall only be in default if Customer has provided a Written notice of default specifying the alleged breach and granting Contractor a reasonable period to remedy it, which period shall not be less than two (2) weeks. This period shall constitute a final deadline, unless compliance has become permanently impossible.

- 94 In the event of an attributable shortcoming, Contractor shall be obliged to fulfil its contractual obligations as soon as reasonably possible. Any financial liability of Contractor is strictly limited to what is expressly stated in this Liability section.
- 95 Contractor shall only be liable for direct physical damage to Customer's property, including the Equipment, to the extent such damage is directly caused by Contractor's negligence during the performance of the maintenance work.
- 96 Contractor shall not be liable for damage to property that is being worked on, handled, inspected, maintained, repaired, installed, adjusted or otherwise subject to Contractor's activities under the Contract, except to the extent such damage is directly caused by Contractor's Gross Negligence or willful misconduct, and subject at all times to the limitations and exclusions of liability set out in this Agreement.
- 97 Contractor shall not be liable for any loss or damage arising from:
- incorrect use, improper operation or handling of the Equipment by Customer;
 - inadequate daily care, failure to follow instructions or reasonable safety measures;
 - defects, failures or performance issues in Software, EMS systems, communication networks, Monitoring Software or other digital systems outside Contractor's control;
 - manufacturing defects, design faults, firmware issues or product defects in the Equipment or any of its components;
 - battery degradation, capacity loss or performance deterioration inherent to battery chemistry or arising from Customer operation;
 - third-party interventions, repairs, modifications or integrations not performed or approved by Contractor;
 - Customer's use of components, Software, BESS systems or integrations that fall outside the scope of Approved Equipment, or any combination of such non-approved systems with the Equipment;
 - environmental conditions, grid disturbances, utility failures or force majeure events; or
 - normal wear and tear.
- 98 Contractor shall not be liable for any indirect, incidental, consequential, financial, economic or special loss, including but not limited to loss of production, loss of profit, loss of revenue, loss of use, network charges or compensations, imbalance costs, penalties, taxes, missed savings, missed subsidies, data loss, degradation or reduced performance of the Equipment, or any other consequential or non-physical loss of any kind.
- 99 For the purposes of this Liability section, direct damage means solely the reasonable costs incurred to determine the cause and extent of the physical damage insofar as such determination relates to damage for which Contractor is liable, the reasonable costs incurred to restore or replace damaged physical components of the Equipment to the extent the damage is attributable to Contractor, and the reasonable costs incurred to prevent or limit further direct physical damage for which Contractor would otherwise be liable. No other types of loss or damage qualify as direct damage.
- 100 Contractor's total aggregate liability arising out of this Contract, whether resulting from a single occurrence or a series of related occurrences and whether based on contract, tort or otherwise, shall in all cases be limited to the amount paid out by Contractor's liability insurer under the applicable insurance policy. If, for any reason, no payment is made under the applicable insurance policy, Contractor's total aggregate liability for such direct damage shall be limited to the Contract Price under the relevant Contract, excluding VAT. This limitation applies as an aggregate cap for all claims arising within any twelve (12)-month period.
- 101 Contractor shall not be liable for any form of advisory, interpretative or informational liability, including any decisions, actions or outcomes based on software data, EMS insights, monitoring signals or any other technical or analytical outputs associated with the Equipment.
- 102 Except for Contractor's obligation to remedy defects for which it is responsible and the liability explicitly permitted under this Liability section, Contractor shall have no further liability of any kind for defective work, defective parts or any negligence.
- 103 If Contractor incurs liability toward any third party in connection with the maintenance work and such liability arises from Customer's negligence, contractual breach or use of non-Approved Equipment, Customer shall indemnify, defend and hold Contractor harmless to the extent the damage is attributable to Customer.
- 104 Any claim for compensation or other contractual remedies shall lapse if not submitted to Contractor In Writing within six (6) months after Customer first became aware of the event giving rise to the claim.
- 105 Nothing in this Liability section shall limit or exclude Contractor's liability in cases of Gross Negligence or willful misconduct where such limitation or exclusion would be contrary to mandatory law.

FORCE MAJEURE

- 106 A party may suspend the performance of its obligations to the extent that such performance is prevented or materially hindered by an event beyond its reasonable control which could not reasonably have been foreseen or avoided ("Force Majeure").
- 107 Force Majeure includes, without limitation, natural events, government actions, labor disturbances, supply-chain disruptions, failures or unavailability of essential services or infrastructure, and any circumstances that create unsafe working conditions at Customer's premises or materially hinder Contractor's ability to perform maintenance, including disruptions of telecommunications, network connectivity or cloud-based systems required for remote diagnostics or monitoring.
- 108 Force Majeure does not suspend payment obligations for amounts already due, unless the payment systems themselves are directly affected by the Force Majeure event.
- 109 The party invoking Force Majeure shall notify the other party In Writing without undue delay upon the occurrence and cessation of the event. Failure

to provide timely notice entitles the other party to compensation for additional costs that could have been avoided with timely notice.

- 110 If the performance of the Contract has been suspended due to Force Majeure for more than three (3) consecutive months, either party may terminate the Contract by notice In Writing. Upon such termination, neither party shall be liable for damages arising solely from the termination; however, Customer shall pay for all services performed and costs incurred by Contractor prior to the termination date.

TERM AND TERMINATION

- 111 The SLA is entered into for an initial period of twelve (12) months and shall automatically renew for successive periods of twelve (12) months, unless terminated by either party by giving at least three (3) months' prior notice to the end of the then-current period.
- 112 Either party may terminate the Contract or the SLA with immediate effect if the other party commits a material breach of its obligations and fails to remedy such breach within one (1) month after receiving notice In Writing requesting remedy. Material breaches include, without limitation, failure to pay fees when due or to maintain a valid payment method for the SLA; failure to comply with safety requirements; refusal to provide access for maintenance; unauthorized modifications, interventions or repairs; the use of non-approved components or systems that materially impair Contractor's ability to perform maintenance; and any other conduct that materially prevents proper performance of the Contract.
- 113 Upon termination for material breach, the terminating party shall be entitled to compensation only for direct loss incurred, subject to the liability limitations set out in this Contract. No additional compensation or consequential damages shall be payable.
- 114 Any termination shall be made by notice In Writing.

ASSIGNMENT. SUBCONTRACTING

- 115 Neither party may assign or transfer its rights or obligations under this Contract without the prior consent In Writing of the other party. Contractor may, however, subcontract any part of the maintenance work to qualified third parties, provided that Customer is informed of the use of such subcontractors. Subcontracting shall not release Contractor from its obligations or liabilities under this Contract.

DISPUTES. APPLICABLE LAW

- 116 This Contract shall be governed by and construed in accordance with the laws of the Netherlands. All disputes arising out of or in connection with this Contract shall be submitted exclusively to the competent court in the Netherlands.