

General Terms and Conditions - Big Ass Battery B.V.

Article 1 Parties and Definitions

1. Big Ass Battery: Big Ass Battery B.V., having its registered office in Eindhoven, the Netherlands, at Bayeuxlaan 9 (5654 AX), registered with the Dutch Chamber of Commerce under registration number 98604651, hereinafter referred to as "Big Ass Battery", and the user of these General Terms and Conditions.

2. Contact details of Big Ass Battery:

Website: www.bigassbattery.com

Email: info@smartassenergy.com

Telephone: +31 (0)85-0658060

VAT Identification Number: NL868565325B01

3. Customer: the (prospective) purchaser of goods and/or services offered by Big Ass Battery.

Article 2 Applicability

1. These General Terms and Conditions apply to every offer made by Big Ass Battery and to every agreement entered into between the Parties, whether or not arising from such offer. Unless their contents have been amended and/or more specific terms have been agreed upon between the Parties, these General Terms and Conditions shall also apply to any future contractual relationship between the Parties.

2. Any deviation from these General Terms and Conditions shall be valid only if expressly agreed in writing by the Parties.

3. The Customer's general terms and conditions, including any purchasing terms and conditions, are hereby expressly rejected.

4. Any third parties engaged by Big Ass Battery in the performance of the Agreement may also invoke these General Terms and Conditions.

5. If one or more provisions, or any part thereof, of these General Terms and Conditions are held to be invalid, void, or unenforceable, including where such provision conflicts with mandatory law, the remaining provisions, or the remaining part of the relevant provision, shall remain in full force and effect. In such event, the Parties shall consult with one another to agree upon a replacement provision that reflects, to the greatest extent possible, the purpose and intent of the invalid, void, or unenforceable provision or part thereof.

Article 3 Offers and Formation of the Agreement

1. Every offer, whether in the form of a quotation or otherwise, is non-binding, subject to withdrawal, and remains valid for a period of thirty (30) days unless otherwise stated by Big Ass Battery in writing.

2. An offer shall not automatically apply to subsequent orders, repeat orders, or renewals.

3. All prices stated on the website or otherwise included in an offer are expressed in Euros, exclusive of VAT, and are subject to applicable taxes, surcharges, duties, and other price-determining factors. Prices displayed on the website are expressly indicative only and shall not be binding.

4. All information provided by Big Ass Battery regarding products, technical specifications, performance, safety instructions, dimensions, measurements, weights, colors, and any drawings, illustrations, photographs, models, or other representations are for indicative purposes only. Minor deviations shall not constitute a breach of the Agreement by Big Ass Battery.

5. Obvious clerical, typographical, or administrative errors in any offer shall not be binding upon Big Ass Battery.

6. The Agreement may be based on either a fixed contract price or work performed on a time-and-materials basis.

In the case of a fixed contract price, Big Ass Battery shall quote a fixed amount for the work described in the quotation, unless otherwise stated, excluding extraordinary transportation costs, including but not limited to the use of a truck-mounted crane. Unless expressly stated otherwise, the fixed contract price covers only the goods to be supplied and/or services to be performed by Big Ass Battery. Any services to be provided by third parties that are known to the Customer shall, in principle, fall outside the scope of the fixed contract price.

Where the Agreement is performed on a time-and-materials basis, Big Ass Battery shall specify the applicable pricing components, including hourly rates, surcharges, and unit prices for required materials. VAT shall be stated separately in the quotation. Unless otherwise specified, all prices are expressed in Euros, exclusive of VAT, and are subject to applicable taxes, surcharges, duties, and other price-determining factors. The quotation may include provisional sums.

7. Where a fixed contract price is included in the quotation, Big Ass Battery may provide an accompanying cost estimate. Any specification of materials to be used or estimated labor hours included in such estimate is for illustrative purposes only and shall not create any contractual rights or entitlements. Big Ass Battery shall remain free to use other materials that it reasonably considers equivalent in the performance of the Agreement without giving rise to additional charges or deductions.

Where additional work or reduced work is charged separately, deductions for reduced work shall only apply where the resulting cost savings amount to at least fifteen percent (15%). Additional work shall always be charged at the purchase cost incurred by Big Ass Battery plus a forty percent (40%) markup. Furthermore, where the total value of reduced work exceeds the total value of additional work, Big Ass Battery shall charge an additional ten percent (10%) of the difference as compensation for the time and costs associated with calculating, assessing, and preparing proposals relating to additional and reduced work.

8. Every offer is prepared with due care and is based on the information provided by the Customer. If such information proves to be inaccurate or incomplete, Big Ass Battery shall be entitled to charge the Customer for all resulting additional costs, including but not limited to storage, materials, travel, and labor costs. Big Ass Battery shall also be entitled to proportionally increase the quoted prices if, after the Agreement has been concluded, it becomes apparent that the agreed responsibilities or scope of work have increased.

9. Additional work representing up to ten percent (10%) of the total contract price, or of a specific work item, activity, or delivery, shall not require the Customer's prior approval.

10. The Agreement shall be concluded as follows:

Orders placed through the webshop: at the moment the Customer has correctly completed the online ordering procedure on the Big Ass Battery website and the confirmation email sent by Big Ass Battery has been received in the inbox of the email address provided by the Customer.

Orders placed other than through the webshop: once both Parties have signed a written quotation, once Big Ass Battery has confirmed the Customer's written acceptance, or once Big Ass Battery, or a third party acting on its behalf, has commenced performance of the Agreement.

11. The Agreement is expressly entered into subject to the condition that sufficient goods and personnel remain available.

12. All drawings, technical descriptions, designs, calculations, and similar documents prepared by Big Ass Battery in connection with the Agreement shall remain the exclusive property of Big Ass Battery. Such documents may not be disclosed to or shown to third parties, including for the purpose of obtaining competing quotations, nor may they be copied or otherwise reproduced. If no Agreement is concluded, these documents shall, at the Customer's expense, be returned to Big Ass Battery within fourteen (14) days following its written request.

13. If, after the Agreement has been concluded, the construction site, workshop, premises, or object is found to contain hazardous substances, including asbestos, is contaminated, or if the property on, in, or to which the work is to be performed proves to be defective in a manner that may adversely affect the quality of the work or cause additional damage, or otherwise creates an unsafe working environment for Big Ass Battery, including where the structure is rotten or unstable and may cause leakage, Big Ass Battery shall be entitled to terminate the Agreement and invoice the Customer for all work already performed. The Customer shall furthermore be liable for all consequences arising from work performed at such location. Big Ass Battery shall not be responsible for the removal of hazardous substances or contamination, nor for any associated costs or delays.

14. The Customer shall not engage any third party to perform the agreed work, in whole or in part, without the prior consultation with and consent of Big Ass Battery. Section 7:407(2) of the Dutch Civil Code is expressly excluded.

15. Oral or written statements, representations, or commitments made by employees or contractors of Big Ass Battery shall not be binding upon Big Ass Battery unless expressly confirmed in writing by a duly authorized representative of Big Ass Battery.

Article 4 Performance of the Agreement

1. Big Ass Battery shall perform the Agreement with due care and shall perform the Services with reasonable care and skill within the scope of the assignment. The Agreement shall be performed to the best of Big Ass Battery's knowledge, expertise, and professional skill. The Customer acknowledges that Big Ass Battery has the discretion to determine the manner in which the work is performed, insofar as no specific characteristics, functionalities, or requirements of the Customer have been expressly set out in the principal agreement or quotation. Unless expressly agreed otherwise in writing, all services are performed on a best-efforts basis. Only where Big Ass Battery has expressly committed in writing to a specific result, and such result has been described with sufficient certainty, shall an obligation to achieve a specified result apply. Big Ass Battery shall be entitled to determine, at its own technical and professional discretion, all aspects of the work that have not been expressly described in the Agreement. Accordingly, the fees payable under the Agreement shall not depend on the outcome of the assignment or the achievement of any particular result.

2. The Customer shall provide Big Ass Battery with the opportunity to perform the Agreement and shall provide all cooperation reasonably required for its proper execution.

3. Services shall commence only after Big Ass Battery has received an advance payment equal to sixty percent (60%) of the total amount due under the Agreement.

4. Big Ass Battery shall use reasonable efforts to perform the Agreement within the indicated or estimated timeframe. Any such timeframe is indicative only and shall not constitute a strict deadline. Before exercising any remedy, the Customer must provide Big Ass Battery with written notice of default and grant a reasonable cure period of at least thirty (30) days. The mere expiry of the estimated timeframe shall not entitle the Customer to terminate the Agreement or claim damages.

Following expiry of such period, the Parties shall use reasonable efforts to complete the Agreement within a reasonable additional period.

5. Big Ass Battery shall be entitled to engage subcontractors or other third parties in the performance of the Agreement. Section 7:404 of the Dutch Civil Code is expressly excluded.

6. The Customer acknowledges that the project schedule may be affected if the Parties agree during performance to modify the scope, approach, working methods, or execution of the Agreement. Any changes requested by the Customer during performance shall be implemented by Big Ass Battery where reasonably possible. If such changes result in additional work, Big Ass Battery shall invoice such work separately as an additional assignment. Big Ass Battery shall be entitled to charge the Customer for all additional costs resulting from modifications to the Agreement, unless such modifications arise from circumstances attributable to Big Ass Battery.

7. Unless expressly agreed otherwise in writing, Big Ass Battery shall have full discretion in selecting the materials, products, methods, and techniques used in the performance of the Agreement. Big Ass Battery may therefore decide, before or during performance, to use alternative materials or working methods.

8. The Customer acknowledges that Big Ass Battery is responsible only for the products, systems, installations, and other items supplied or installed by Big Ass Battery. Existing installations or items supplied, installed, or constructed by third parties shall not form part of Big Ass Battery's responsibilities or scope of work.

9. Carrying out a structural inspection of the property on, in, or to which the work is performed, or where the products supplied by Big Ass Battery are installed, does not form part of Big Ass Battery's services. Any inspection performed before, during, or after the work shall not be regarded as a structural inspection. Big Ass Battery strongly recommends that the Customer arrange for an appropriate structural inspection and inspection of the relevant technical installations before the work commences. Where the Customer instructs Big Ass Battery to proceed

with the work, Big Ass Battery shall be entitled to assume that a satisfactory structural inspection has been completed.

10. Where the execution period is expressed in working days, a "working day" shall mean any calendar day from Monday through Friday between 7:30 a.m. and 4:00 p.m., excluding officially recognized public holidays, locally observed holidays, government-designated non-working days, collective labor agreement holidays, or other generally recognized non-working days. If work is required outside these working hours or days, the Parties shall agree upon additional compensation.

11. Big Ass Battery may perform the Agreement in separate milestones and invoice each completed milestone separately. Where the Agreement is structured in milestones, Big Ass Battery may suspend performance of subsequent milestones until the Customer has approved in writing the results of the preceding milestone. Following such approval, the Customer may no longer invoke defects that were reasonably discoverable at the time of approval.

12. Without thereby being in default, Big Ass Battery may refuse any request to amend the Agreement where such amendment could adversely affect the quality or quantity of the work to be performed or the goods to be supplied.

The following provisions apply specifically to the sale of goods, in addition to the foregoing.

13. Where Big Ass Battery arranges delivery of the goods, the Customer shall provide a delivery address at which the goods can be delivered on the agreed delivery date. If the Customer is not present when delivery is attempted, all costs associated with a subsequent delivery attempt shall be borne by the Customer. The Customer shall be informed that the goods may be collected from a location designated by Big Ass Battery after payment of the additional costs, including any logistics, scheduling, and storage costs incurred as a result of the unexpected additional storage period.

14. Where delivery takes place at the Port of Rotterdam and the Customer is responsible for collecting the goods there, the Customer shall collect the goods on the agreed collection date. If the Customer fails to do so, Big Ass Battery shall be entitled to recover all reasonable storage costs from the Customer.

15. Goods shall be delivered only after the amounts due in accordance with Article 5.3 have been paid in full. The risk of loss of, or damage to, the goods shall pass to the Customer once the goods have been physically delivered to the Customer's location, irrespective of whether legal title has already transferred.

Article 5 Prices, Payment and Suspension

1. The offer has been prepared following good-faith consultation between the Parties. By entering into the Agreement, the Parties acknowledge that the agreed prices are reasonable and fair.

2. Unless otherwise agreed in writing, the Customer shall pay the total amount due in accordance with the following payment schedule:

Sixty percent (60%) upon award of the Agreement;

Thirty percent (30%) prior to delivery; and

Ten percent (10%) following commissioning of the goods.

3. Where payment is made by invoice, each invoice shall be paid by bank transfer within fourteen (14) days of the invoice date. The first installment (60% upon award of the Agreement) shall be paid within fourteen (14) days. The second installment (30%) shall be paid within fourteen (14) days and, in any event, prior to delivery of the goods. The final installment (10%) shall be paid within fourteen (14) days following commissioning.

4. If the Customer fails to pay any amount when due, Big Ass Battery shall be entitled, without further notice, to charge default interest at the rate of one percent (1%) per month on the outstanding principal amount, together with all reasonable [extrajudicial collection costs](#) incurred in recovering the outstanding amounts.

5. A composite quotation shall not oblige Big Ass Battery to perform any part of the Agreement for a corresponding proportional part of the quoted price.

6. The Customer shall not be entitled to set off, suspend, withhold, or otherwise reduce any payment obligation without the prior written consent of Big Ass Battery.

7. All prices are based upon the cost factors applicable at the time the quotation is issued or the Agreement is concluded, including but not limited to taxes, levies, duties, raw material prices, energy costs, fuel prices, material costs, import duties, transportation and freight costs, and exchange rates applicable to or against the Euro. If, after the Agreement has been concluded but before delivery by Big Ass Battery, one or more of these price-determining factors changes, Big Ass Battery shall be entitled to adjust the agreed prices accordingly throughout the term of the Agreement. The Parties expressly acknowledge that such circumstances shall be deemed unforeseen circumstances for the purposes of the Agreement.

Article 6 Obligations of the Customer

The Customer shall provide Big Ass Battery with the opportunity to perform the Agreement and shall provide all cooperation reasonably required for its proper execution. This includes, without limitation, the following obligations:

a) The Customer shall ensure that it is present, or represented, at the address specified by the Customer on the agreed date when goods are delivered and/or services are performed.

b) The Customer shall ensure that Big Ass Battery timely receives all approvals, permits, authorizations, consents, and other information required for the performance of the Agreement.

c) The Customer shall provide the necessary utility connections required for the performance of the Agreement, including electricity, water, gas, and compressed air. All associated utility costs shall be borne by the Customer.

d) The Customer shall ensure that Big Ass Battery has sufficient access and facilities for the delivery, storage, and removal of packaging materials, equipment, and auxiliary materials.

e) The Customer shall ensure that any work or deliveries to be carried out by third parties, which do not form part of Big Ass Battery's scope of work, are completed in a timely manner so as not to delay the performance of the Agreement.

f) The Customer shall prepare the work site in such a manner that Big Ass Battery can commence the work immediately upon arrival. The work site shall comply with all applicable legal and safety requirements.

g) Big Ass Battery shall at all times be granted access to the premises, building, structure, or object where the work is to be performed. Accordingly, the Customer shall either be present during the execution of the work or provide suitable means of access, including, where necessary, providing a key or equivalent access authorization.

h) The Customer shall refrain from imposing conditions on access to the premises or work area in which Big Ass Battery performs its work, including conditions relating to footwear or the materials and equipment used by Big Ass Battery.

i) The Customer shall ensure that the goods to be installed can be connected to the required utilities and connection points.

2. If the Customer fails to fulfill any of the obligations referred to in paragraph 1, or fails to do so in a timely manner, the Customer shall promptly notify Big Ass Battery. Big Ass Battery shall be entitled to charge the Customer for any additional costs incurred as a result, including, but not limited to, storage, travel, and labor costs.

3. Failure by the Customer to timely fulfill the obligations set out in paragraph 1 shall release Big Ass Battery from any liability for delays in delivery or completion of the work.

4. The Customer shall ensure that all information which Big Ass Battery indicates is necessary, or which the Customer should reasonably understand to be necessary, for the performance of the Agreement is provided in a timely manner. The Customer shall bear full responsibility and risk for the accuracy, completeness, and timely delivery of such information, irrespective of the manner in which it is supplied. If the required information is not provided on time, Big Ass Battery shall be entitled to suspend performance of the Agreement and to charge the Customer for any additional costs arising from the delay in accordance with its customary rates.

5. Prior to commencement of the work, the Customer shall provide all agreed information, documentation, and other required items to Big Ass Battery. Big Ass Battery shall review such information to the best of its knowledge; however, it shall not be liable for any damage resulting from work performed on the basis of inaccurate, incomplete, or incorrect information or materials supplied by the Customer.

6. The Customer warrants that any digital files or materials supplied to Big Ass Battery are secure and free from viruses, malware, or any other harmful code or content capable of causing damage to the computer systems or software of Big Ass Battery and/or third parties.

7. The Customer shall strictly comply with all laws, regulations, operating instructions, user manuals, and other instructions applicable to the goods, including the instructions contained in these General Terms and Conditions and the applicable user manual. The Customer shall be liable for all damage resulting from any failure to comply, or incomplete compliance, with such instructions.

8. The Customer expressly assumes the risk of any damage resulting from:

- a) Defects in the movable or immovable property on, in, or to which the work is performed;
- b) Defects in materials, equipment, or auxiliary items supplied by the Customer; or
- c) Errors or inaccuracies in the construction methods, designs, specifications, or working methods prescribed by the Customer.

9. The Customer grants Big Ass Battery permission to display, free of charge, its company name, trade name, logos, and/or promotional signage at the project site or on the work performed for promotional and advertising purposes.

Article 7 Retention of Title

1. Notwithstanding the physical delivery of the goods, legal title to the goods supplied by Big Ass Battery shall not pass to the Customer until the Customer has paid in full all amounts due or to become due under the Agreement. This includes not only the purchase price, but also any additional amounts payable, including contractual penalties, additional costs, interest, and extrajudicial collection costs.

2. As long as title to the goods has not passed to the Customer pursuant to paragraph 1, the Customer shall not be entitled to sell, transfer, pledge, encumber, or otherwise dispose of the goods, including by creating any security interest therein.

3. In order to preserve the effectiveness of the retention of title, the Customer shall promptly inform Big Ass Battery if bankruptcy, suspension of payments, debt restructuring proceedings, or any similar insolvency proceedings are imminent or commenced, or if any third party intends to levy attachment or seize any goods delivered subject to retention of title. The Customer shall furthermore ensure that all goods delivered subject to retention of title are adequately insured against loss, theft, and damage.

4. If the Customer fails to comply with any obligation under the Agreement, the Customer shall, upon Big Ass Battery's first request, provide all cooperation necessary to enable Big Ass Battery to recover possession of the goods delivered subject to retention of title, free of any encumbrances. Such cooperation shall include, where requested by Big Ass Battery, returning the goods at the Customer's own expense.

Article 8 Non-Solicitation of Personnel, Confidentiality and Intellectual Property

1. The Customer shall not, without the prior written consent of Big Ass Battery, directly or indirectly approach, engage, employ, or otherwise retain any employees, contractors, consultants, or other personnel engaged by or through Big Ass Battery, whether in connection with the services provided under the Agreement or for similar services, without the involvement of Big Ass Battery.

2. All rights to any materials, documents, manuals, drawings, reports, software, or other content provided by Big Ass Battery are expressly reserved. No part of such materials may be reproduced, stored in any permanent data carrier or automated database, or disclosed to any third party without the prior written consent of Big Ass Battery. The Customer shall not make any such materials available to third parties.

3. The Customer acknowledges that all intellectual property rights relating to the services provided by Big Ass Battery are vested exclusively in Big Ass Battery. Without the prior written consent of Big Ass Battery, the Customer shall not

reproduce, publish, distribute, exploit, or otherwise use any intellectual property, whether or not made public by Big Ass Battery.

4. Big Ass Battery reserves all rights and remedies available to it under the Dutch Copyright Act ([Auteurswet](#)) and all other applicable intellectual property laws and regulations. Big Ass Battery shall be entitled to use the knowledge, experience, and expertise acquired during the performance of the Agreement for other purposes, provided that no strictly confidential information of the Customer is disclosed to third parties.

5. The Customer shall keep strictly confidential all confidential information received in connection with the Agreement, including information relating to the working methods, business operations, and know-how of Big Ass Battery, except where disclosure is required by law or a competent authority. Information shall be deemed confidential if it has been identified as such by the disclosing Party or if its confidential nature reasonably follows from the nature or content of the information.

6. If the Customer breaches any of the provisions set out in the preceding five paragraphs, the Customer shall immediately forfeit to Big Ass Battery, without any further notice of default being required, a contractual penalty of EUR 10,000 for each violation, plus EUR 500 for each day, or part thereof, that the violation continues, without prejudice to Big Ass Battery's right to claim full compensation for all damages actually suffered.

Article 9 Warranty and Liability

1. The Customer acknowledges and accepts that all goods and materials are sold and/or incorporated with all known and unknown, visible and hidden, factual and legal defects, encumbrances, and limitations. Warranty on the goods shall be provided solely in accordance with the warranty terms of Big Ass Battery and only to the extent, and for as long as, the manufacturer provides a manufacturer's warranty. The Customer may request information regarding the applicable warranty conditions from Big Ass Battery.

2. The Customer shall inspect each delivery and each stage of performance, whether partial or complete, as soon as reasonably possible, but in any event within forty-eight (48) hours after delivery or completion, to verify conformity with the Agreement in terms of quantity and quality. If the goods or services do not conform to the Agreement and a defect exists, the Customer shall notify Big Ass Battery within eight (8) days after discovering, or reasonably having been able to discover, the defect.

3. Following notification as referred to in the preceding paragraph, Big Ass Battery shall remedy the defect in accordance with its applicable warranty conditions. If neither of the remedies described therein effectively resolves the defect, the Customer shall be entitled to terminate the Agreement solely with respect to the defective part. Such termination shall not entitle the Customer to any compensation or damages.

4. Any right to repair, replacement, or (partial) termination as described in this Article shall lapse if the defect arose as a result of circumstances attributable to the Customer, if the Customer failed to notify Big Ass Battery of the defect in a timely manner, if the Customer approved completion of a project phase, or if the Customer authorized commencement of a subsequent phase. The burden of proving that the defect is attributable to Big Ass Battery shall rest with the Customer.

5. The work shall be deemed completed and accepted once Big Ass Battery has informed the Customer that the work has been completed. Acceptance shall also be deemed to have occurred where:

- Eight (8) days have elapsed after the Customer received notice that the work was completed, and the Customer has neither accepted nor rejected the work in writing within that period;
- The Customer has put the object, installation, or property on, in, or to which the work was performed back into use, provided that where only part of the object is put into use, that part shall be deemed accepted if the Customer has not rejected it within eight (8) days; or
- Big Ass Battery has issued the invoice for the full contract price and the Customer has paid such invoice.

6. If, during acceptance, the Customer identifies a defect, or if a defect becomes apparent after acceptance which could not reasonably have been discovered during acceptance and is attributable to Big Ass Battery, Big Ass Battery shall be given a reasonable opportunity to remedy the defect or limit the resulting damage. During such period, the Customer shall not be entitled to any other remedy. The provisions of these General Terms and Conditions, including those relating to the performance of the Agreement and the Customer's obligations, shall continue to apply in full. If the cost of remedying the defect exceeds the total contract price, Big Ass Battery shall be entitled, at its sole discretion, to refund the contract price in full in lieu of carrying out the remedial work, against full and final discharge of all obligations. In such event, the Customer shall not be entitled to any compensation or damages.

7. From the moment the work or goods have been physically delivered to the Customer's location, all risk shall pass to the Customer. No warranty claim may be made where the defect results from inadequate maintenance, including but not limited to excessive moisture, failure to maintain or clean the goods, improper use, or similar causes.

8. From the moment the Customer becomes aware, or reasonably should have become aware, of a defect, the Customer shall take all reasonable measures to mitigate any resulting damage.

9. Big Ass Battery shall be liable only for direct damages suffered by the Customer. Direct damages shall exclusively mean:

- (1) the reasonable costs of determining the cause and extent of the damage, insofar as such determination relates to damage covered by these General Terms and Conditions; (2) the reasonable costs incurred to bring the performance of Big Ass Battery into conformity with the Agreement, to the extent such costs are attributable to Big Ass Battery; and (3) the reasonable costs incurred to prevent or mitigate damage, provided the Customer demonstrates that such costs resulted in the prevention or limitation of direct damage as referred to in this Article.

10. If Big Ass Battery is held liable, its liability shall be limited to the amount actually paid under its professional liability insurance, commercial general liability insurance, or other applicable liability insurance. If no insurance coverage is available, or if the insurer does not make payment, Big Ass Battery's total

liability shall in all cases be limited to the total invoice value of the Agreement, or, where applicable, to that part of the Agreement to which the liability relates.

11. Big Ass Battery shall under no circumstances be liable for indirect, or consequential damages, including, without limitation, loss of profit, loss of revenue, loss of goodwill, reputational damage, business interruption, delay damages, property damage, or any other form of consequential loss.

12. The limitations of liability set out in this Article shall not apply where the damage results from intentional misconduct or gross negligence on the part of Big Ass Battery.

13. The Customer shall indemnify and hold harmless Big Ass Battery against any and all claims by third parties arising out of or in connection with the Agreement, including claims resulting from any act or omission by Big Ass Battery, regardless of the cause of such damage or the time at which it occurred.

14. The existence of a defect shall not suspend or otherwise affect the Customer's payment obligations.

15. Any claim for damages or other rights of action, other than claims relating to defects as expressly provided for in this Article, shall lapse unless submitted to Big Ass Battery in writing within three (3) months after the Customer became aware, or reasonably should have become aware, of the existence of such claim or right.

Article 10 Termination of the Agreement

1. Big Ass Battery shall be entitled to terminate the Agreement with immediate effect, in whole or in part, by written notice and without prior notice of default, if:

- a) the Customer wholly or partially discontinues its business operations, liquidates its business, materially changes its business activities without the prior written consent of Big Ass Battery, or transfers its business or a substantial part thereof to a third party;

- b) the Customer is granted, whether provisionally or otherwise, a suspension of payments, is declared bankrupt, files for debt restructuring or insolvency proceedings, or becomes subject to guardianship, administration, or any comparable insolvency or protective measure; or
- c) any attachment, levy, or seizure is imposed on assets or rights belonging to the Customer.

2. Upon termination of the Agreement, all amounts owed by the Customer to Big Ass Battery shall become immediately due and payable in full. If the work has not yet been completed, the Customer shall remain liable for a proportional part of the total contract price corresponding to the work already performed. Any advance payments or other amounts already paid shall not be refunded. If the Customer terminates the Agreement before the first advance payment has been made, the Customer shall owe a cancellation fee equal to fifteen percent (15%) of the total contract price.

3. [Sections 7:408 and 7:764 of the Dutch Civil Code](#) are expressly excluded with respect to Customers acting in the course of a profession or business.

Accordingly, if such a Customer nevertheless terminates the Agreement, it shall remain liable for all financial obligations that would have been payable had the Agreement been fully performed, while Big Ass Battery shall have no further obligation to continue providing its services. Big Ass Battery shall remain entitled to terminate the Agreement at any time.

Article 11 Force Majeure

1. For the purposes of these General Terms and Conditions, Force Majeure shall mean, in addition to the circumstances recognized as such under applicable law and case law, any circumstance beyond the reasonable control of Big Ass Battery, whether foreseeable or unforeseeable, that prevents or materially hinders the performance of its obligations. Force Majeure includes, without limitation: fire at the location where Big Ass Battery performs its work; strikes or labor disputes; traffic disruptions; unforeseen interruptions or delays; failures in the supply of energy; transportation difficulties; fire, loss of or damage to goods during transport; illness; import and/or export restrictions; failures or defaults of third parties upon whom Big Ass Battery depends in the performance of the Agreement; extreme weather conditions; severe traffic conditions; war; government-imposed restrictions, including those relating to terrorism; and disease outbreaks, epidemics, pandemics, or similar events.

2. During any period of Force Majeure, the obligations of Big Ass Battery shall be suspended. If performance of the Agreement becomes impossible due to Force Majeure for a period exceeding one (1) month, or if other circumstances arise that make continued performance unreasonably burdensome for Big Ass Battery, Big Ass Battery shall be entitled to terminate the Agreement, in whole or in part, by written notice to the Customer without judicial intervention and without any obligation to compensate the Customer for any damages.

3. If, at the time the Force Majeure event occurs, Big Ass Battery has already partially performed its obligations under the Agreement, Big Ass Battery shall be entitled to invoice the portion of the work already performed or the goods already delivered separately or, where advance payments have been made, to issue a partial credit to the extent appropriate.

Article 12 Amendments to the General Terms and Conditions

Big Ass Battery reserves the right to amend or supplement these General Terms and Conditions. Any such amendments shall also apply to Agreements already concluded, subject to a notice period of thirty (30) days following notification of the amendment. Amendments of a minor nature may be implemented at any time. If the Customer does not wish to accept an amendment to these General Terms and Conditions, the Customer must notify Big Ass Battery thereof in writing before the date on which the amended General Terms and Conditions become effective.

Article 13 Assignment, Governing Law and Jurisdiction

1. Big Ass Battery shall be entitled to assign or transfer its rights and obligations under the Agreement to a third party. The Customer may assign or transfer its rights or obligations under the Agreement only with the prior written consent of Big Ass Battery.

2. The Agreement, as well as any other agreement entered into between the Parties, shall be governed exclusively by the laws of the Netherlands, expressly excluding the [United Nations Convention on Contracts for the International Sale](#)

[of Goods \(CISG\)](#). Should any non-contractual obligation arise between the Parties in the future, governed exclusively by the laws of the Netherlands.

3. Any dispute arising out of or in connection with the Agreement, including any dispute relating to non-contractual obligations between the Parties, shall be submitted exclusively to the competent court in the [judicial district](#) in which Big Ass Battery has its registered office.