

General Terms and Conditions of MOON POWER GmbH, Louise-Piëch-Strasse 2, located at: Sterneckstrasse 28-30, 5020 Salzburg, Austria

[1.] Scope of application

[1.1] These General Business Terms and Conditions apply to all business relations between MOON POWER GmbH (hereinafter referred to as “**MOON POWER**” for short) and its customers, irrespective of whether the latter qualify as consumers or entrepreneurs. These General Business Terms and Conditions apply in particular, but not exclusively, to consultancy, purchase and delivery of the products offered by MOON POWER and/or the services provided by MOON POWER in connection with the assembly, establishment, commissioning and/or maintenance of such products. Except as otherwise expressly agreed in writing in an individual case, MOON POWER shall therefore act exclusively in accordance with these General Business Terms and Conditions. The application of mandatory statutory regulations and provisions as well as any commercial customs shall remain unaffected by the above. The current version of the General Business Terms and Conditions of MOON POWER is available for download on the Internet at www.moon-power.at.

[1.2.] The validity of any business terms and conditions on the part of customers is hereby explicitly rejected. Business terms and conditions of the customer shall not become part of the contract even if received by MOON POWER prior to the commencement of the business relationship. Even without repeated reference to these General Business Terms and Conditions, future supplementary, additional or follow-up orders and/or other business transactions with the customer shall be concluded exclusively based on these General Business Terms and Conditions. Orders, contracts and/or other business transactions of any kind, in particular those placed orally or by telephone and/or accepted by MOON POWER orally or by telephone are subject to the inclusion and application of these General Business Terms and Conditions.

[1.3.] Representatives or employees sent by the customer shall in any case be deemed authorized to also agree to these General Business Terms and Conditions in a legally effective manner and to make legally binding declarations for the customer in the course of the relevant business transaction.

[2.] Contractual close

[2.1.] The contract shall be concluded either upon the customer's timely written acceptance of an offer made by MOON POWER or upon the customer's order and subsequent acceptance by MOON POWER. Acceptance by MOON POWER shall be made by written confirmation or dispatch of the delivery. Offers by MOON POWER are non-binding and subject to change and shall be valid for 30 days from the date of the offer, unless otherwise stated in the offer itself.

[2.2.] In cases where MOON POWER performs not merely cursory preparatory work (in particular for consulting and/or planning and or pre-installation checks) in the course of preparing the offer, MOON POWER reserves the right to reasonably charge for such preparatory work in the

event that the business relationship and/or the order fails to eventuate.

[2.3.] MOON POWER reserves the right to reject orders and/or contracts without stating any reasons; in particular, orders will be rejected if ordered products are not available or deliverable. In the event of products being unavailable, the customer will be informed accordingly without delay. MOON POWER further reserves the right to reduce orders also in terms of quantity, i.e. to accept orders only with regard to a partial quantity or certain products. The customer therefore expressly agrees to any such partial deliveries.

[3.] Advisory services

[3.1.] MOON POWER shall perform consulting services to customers upon explicit request concerning the products offered by MOON POWER and the services required for assembly, installation and/or maintenance of such products.

[3.2.] The customer is responsible for providing MOON POWER, even without its specific request, with all documents necessary for execution of an order for products and/or services in a timely and complete manner prior to execution, and for informing MOON POWER of all events and circumstances that may be of importance for the execution of an order and/or contract.

[3.3.] Any liability of MOON POWER arising from consulting services shall be limited to intent and gross negligence. To the extent that the customer does not meet its obligations according to [3.2.], not completely and/or not on a timely basis, MOON POWER shall not be liable for any resulting disadvantages for the customer. If the customer is a consumer, this applies in accordance with the last sentence of No. [8.7.]. The granting and the amount of any state subsidies in relation to the products offered by MOON POWER are subject to the terms and conditions of the respective current subsidy programme and the decision of the relevant competent public authority. MOON POWER shall assume no liability in this regard.

[4.] Purchase

[4.1.] A separate contractual document shall be executed between MOON POWER and the customer on the purchase of the products offered by MOON POWER, the content of which shall prevail over the provisions of these special terms and conditions.

[4.2.] All prices are quoted in euros and include the statutory value added tax applicable from time to time. The prices of the products are those stated in the offer or order form at the time of placing the order. Prices are subject to change, especially in case of error or due to changes in legal or official regulations. Any transport and assembly costs are not included in the prices quoted.

[4.3.] MOON POWER retains its title to all products delivered until full payment of the invoice amounts plus any interest and costs charged. Any forwarding of products to third parties shall only be permitted with the prior consent of MOON POWER.

[4.4.] No warranty claims can be derived from information provided in catalogues, brochures, advertising literature and written or oral statements that have not been included in a contract. **If the customer is a consumer, then the statutory warranty provisions, in particular under the [Austrian] Civil Code, the Consumer Protection Act and the Consumer Warranty Act shall apply without restriction. The Consumer's statutory rights under the title of warranty are not affected by any guarantees granted by manufacturers.**

[4.5.] If the customer is an entrepreneur, then the following special features under warranty law shall apply: The warranty claim requires that the customer has notified MOON POWER in writing of the defects that have occurred within a reasonable period of 14 days and that such notification is received by MOON POWER. The customer shall prove the existence of the defect and, in particular, provide MOON POWER with the documents or data available to the customer. MOON POWER may, at its sole discretion, repair the defective product or defective part at the place of performance, have it sent to it for repair work, or to make a reasonable price reduction. Any replaced parts shall become the property of MOON POWER. Warranty claims in respect of defects arising from arrangement and assembly not effected by MOON POWER, inadequate set-up, non-observance of installation requirements and conditions of use, overloading of parts in excess of the specifications given by MOON POWER, negligent or incorrect handling, use of unsuitable operating materials or attributable to material provided by the customer, shall be excluded. MOON POWER shall not be liable for defects and/or damage caused by actions of third parties, atmospheric discharges, overvoltages and chemical influences. The warranty does not apply to natural wear and tear of products and/or their components. Any warranty claims shall lapse if the customer itself or a third party not expressly authorized by MOON POWER makes modifications and/or repairs to the delivered products without the written consent of MOON POWER. The reversal of the onus of proof under Section 924 ABGB (Austrian Civil Code) shall be explicitly excluded, as is any liability of MOON POWER for any consequential loss or harm.

[5.] Delivery

[5.1.] Delivery of products is made from stock to the specified delivery address.

[5.2.] Upon delivery of the products to the carrier, the risk pertaining to the products ordered shall pass to the customer; this shall also apply to partial deliveries. **If the customer is a consumer, then the risk of loss of or damage to the goods shall pass to the consumer only once the goods are delivered to the consumer or to a third party specified by the consumer other than the carrier.**

[5.3.] Deliveries and services are always divisible. In the case of partial deliveries, partial acceptance and partial invoices are permissible.

[6.] Services

[6.1.] MOON POWER shall provide services to customers upon express request in connection with the assembly, establishment, commissioning and/or maintenance of the products offered by MOON POWER. A separate contractual document shall be executed between

MOON POWER and the customer on the nature and extent of services rendered, the content of which shall prevail over the provisions of these special terms and conditions.

[6.2.] If changes equivalent to an extent of at least 2.5% with regard to (i) wage costs by statute law, ordinance, collective agreement, company agreements or (ii) other cost factors necessary for the provision of services have occurred since the conclusion of the contract, MOON POWER shall be entitled to adjust the remuneration for the services to be provided under the respective individual contract to the extent that the costs at the time of contracting happen to change in relation to those prevailing at the time of the actual provision of services.

[6.3.] MOON POWER shall be entitled to use suitable subcontractors in order to provide the services and/or individual service components owed.

[6.4.] MOON POWER shall endeavour to provide the agreed services by the specified deadlines. However, unless dates have been agreed in writing as fixed deadlines, dates are generally subject to change, which means that the assertion of claims for compensation due to late performance is excluded.

[6.5.] MOON shall be entitled to issue partial invoices for the services rendered after completion of partial services. Such partial invoices are due for payment within 30 days.

[6.6.] **If the customer is a consumer, then the statutory warranty provisions, in particular under the [Austrian] Civil Code, the Consumer Protection Act and the Consumer Warranty Act shall apply without restriction.** If the customer is an entrepreneur, then the special features governed under warranty law in [4.5.] shall apply *mutatis mutandis*.

[6.7.] Premature termination of a contractual relationship shall only be permitted for good cause. Good cause shall be deemed to exist if the continuation of the contractual relationship is unreasonable for one contractual partner due to the conduct or the respective other contractual partner. This will be the case particularly if material obligations of the contractual relationship are not fulfilled completely and within a reasonable period of time, e.g. if the customer fails to make any payment within a grace period of 14 days despite a reminder having been issued.

[7.] Digital services

[7.1.] If the services to be contractually provided by MOON POWER to the customer in connection with those to be rendered under the above points [4.] to [6.] are associated with the provision of digital content and/or services; or if the contract involves the delivery of goods with digital elements with regard to which there is a statutory updater obligation that cannot be specifically waived, MOON POWER shall not be liable for defects of any kind attributable to the customer neglecting/having neglected to take the necessary technical measures made available by MOON POWER and/or third parties to ensure that the goods or digital service continue to correspond to the contractually agreed condition or to arrange for such measures to be taken within an appropriate period provided to this end or depending on the prevailing circumstances.

[7.2.] For all cases of damage resulting from improper assembly, installation or integration of digital services and/or goods with digital elements by the customer itself or by third parties not authorised by MOON POWER, No. [8.8] shall apply *mutatis mutandis*. If the customer is a consumer, liability in such cases is exclusively in accordance with the provisions of the [Austrian] Consumer Warranty Act, under which the customer in particular loses all claims against MOON POWER if the customer (or an unauthorised third party) fails to assemble, install and/or update digital services and/or goods with digital elements that have been properly and contractually provided in accordance with the instructions stipulated for this purpose and free of defects and/or to integrate them properly and professionally into their digital environment.

[8.] Common provisions

[8.1.] For all services rendered by MOON POWER, the place of performance shall be the registered office of MOON POWER in Salzburg, Austria.

[8.2.] If delivery and/or performance by MOON POWER is temporarily impossible or considerably impeded in whole or in part due to *force majeure* or other unforeseeable, extraordinary and non-culpable reasons, the agreed delivery and/or performance date shall be extended in any case by the duration of such impediment to delivery and/or performance. The same applies to a deadline set by the customer for the delivery and/or service, in particular also for grace periods. Cases of *force majeure* include, e.g. warlike events, natural disasters, fire, official interventions and prohibitions, transport and customs clearance delays, energy and raw material shortages, pandemics, epidemics, etc. Such circumstances shall also be deemed to be *force majeure* if they occur with ancillary suppliers. If such an event of *force majeure* occurs, then the contractually agreed period for performance of MOON POWER's obligations shall be extended by the duration of the event of *force majeure* plus a reasonable period of time for resumption of production. This shall also apply in the event that a subcontractor of MOON POWER invokes a circumstance of *force majeure*. If an event of *force majeure* hinders the remaining performance of the contract in material parts and the event lasts longer than 3 months, both contracting parties shall be entitled to rescind the contract. In this case, MOON POWER shall be fully paid for all services rendered up to that point in time, and MOON POWER shall be released from any remaining obligations.

[8.3.] The customer is obliged to accept the deliveries and services provided by MOON POWER. Acceptance takes place on delivery (delivery date) or on completion of the assembly work (completion date). If the customer refuses to take delivery of the products, MOON POWER shall be entitled to rescind the contract or to claim damages for non-performance on expiry of a grace period of 14 days; MOON POWER shall also be entitled to store the products at the customer's expense and to insist on specific performance under the contract.

[8.4.] All supplies and services not expressly listed in the offer are not included in it and in the price offered by MOON POWER. If the customer is a consumer, this applies on condition that the goods in question are not accessories that the customer can reasonably be expected to receive or ancillary services that are usual

for such goods or digital services and that the consumer can expect in the circumstances, unless the consumer was expressly and separately informed of their absence when the contract was concluded and the customer specifically agreed to this deviation.

[8.5.] In the event of default in payment, MOON POWER shall be entitled to charge interest on arrears at the statutory rate as well as to the payment of any dunning, collection and legal fees, to the extent that they serve the purpose of appropriate litigation. Moreover, MOON POWER shall be released from all further performance and delivery obligations and shall be entitled to withhold any outstanding deliveries or services and to demand advance payments or collateral or – after setting a reasonable grace period, if applicable or necessary – to rescind the contract.

[8.6.] Any set-off of claims or demands of the customer shall be excluded. If the customer is a consumer, it can set off its liabilities in the event of MOON POWER's insolvency or against counterclaims legally related to the customer's liability, which have been determined by a court of law or acknowledged by MOON POWER.

[8.7.] Any liability on the part of MOON POWER arising from business-related transactions (business relations with entrepreneurs) shall be limited to the maximum liability amount according to the individual contract and, in addition, to cases of gross negligence and intent and to typically foreseeable instances of damage. Liability for slight as well as plain gross negligence – except for personal injury – shall be excluded. Liability for any damages from lost profits, mediate and/or indirect loss or damage, pure financial losses, consequential loss or damage, loss of production, financing costs, costs for replacement energy, loss or energy, data or information, savings not achieved, from loss of interest and from damages from third-party claims against the customer shall likewise be explicitly excluded. If the customer is a consumer, then MOON POWER's obligation to compensate for personal injury is not excluded or limited, and an obligation to compensate for other damages is excluded or limited only for slight negligence.

[8.8.] Any liability on the part of MOON POWER for damage caused by improper handling, overuse, failure to follow operating and installation instructions, faulty assembly, commissioning, maintenance, servicing by the customer or third parties not authorised by MOON POWER, or natural wear and tear, provided that the event in question was the cause of the damage. Such exclusion of liability shall also apply to failure to carry out the necessary maintenance work, unless MOON POWER has contractually assumed the duty of maintenance.

[8.9.] Any claims for damages shall be asserted in court within a period of two years, otherwise they shall be forfeited. If the customer is a consumer, then the statutory limitation period remains unrestricted: Accordingly, claims for damages shall become statute-barred three years after knowledge was obtained of the damage and the damaging party.

[8.10.] If and to the extent that the customer can claim insurance benefits for damages for which MOON POWER is liable through a damage insurance policy of its own or concluded in its favour (such as liability insurance, hull

insurance, transport, fire, business interruption and others), the customer undertakes to claim the insurance benefit and MOON POWER's liability shall be limited in this respect to the disadvantages incurred by the customer as a result of making claims under such insurance.

[9.] Right of rescission for consumers

[9.1.] If the customer is a consumer and has not made its contractual declaration either on the premises used by MOON POWER for its business purposes on a permanent basis or at a stand or booth used by MOON POWER for this purpose at a trade fair or market, the customer may rescind its contract application or the contract without having to give any reasons. Such rescission can be declared until the conclusion of the contract or thereafter within 14 days. This period begins with the delivery to the customer of a document containing at least the customer's name and address, the information necessary to identify the contract, as well as instructions on the right of rescission, the rescission period and the procedure for exercising the right of rescission, but no earlier than the date of conclusion of the contract. If MOON POWER fails to deliver such a document, the customer shall be entitled to rescind the contract for a period of 12 months and 14 days from the date of conclusion of the contract; if MOON POWER subsequently delivers the document within 12 months from the beginning of the period, the extended rescission period shall end 14 days after the date on which the customer receives the document.

[9.2.] The right of rescission according to No. [9.1] shall also apply if MOON POWER or a third party cooperating with MOON POWER has brought the customer to the premises used by MOON POWER for its business purposes as part of a promotional tour, an excursion or similar event or by personally addressing the customer individually on the street.

[9.3.] The customer shall not be entitled to the right of rescission under No. [9.1] if the customer itself paved the way for the business connection with MOON POWER or the latter's authorised agent (subcontractor) for the purpose of entering into a contractual relationship, (2) if the conclusion of a contractual relationship was not preceded by talks between the participants or their authorised agents, (3) if, in the case of contracts under which the mutual services are to be rendered immediately, if they are generally entered into by MOON POWER outside its business premises and the agreed remuneration amounts to EUR 25.00 if the company by nature does not conduct its business constantly on business premises and the remuneration does not exceed EUR 50.00, (4) if, in the case of contracts subject to the [Austrian] Distance and Off-Road Businesses Act or the [Austrian] Insurance Contract Act, or (5) in the case of contractual declarations made by the customer in the physical absence of MOON POWER, its employees or the subcontractor, unless the customer was urged to do so by MOON POWER, its employees or by the subcontractor.

[9.4.] If the customer wishes MOON POWER to start performance under the contract prior to expiry of the rescission period, the customer shall declare an explicit request for such early performance under the contract – in the case of a contract concluded outside business premises, on a durable storage medium.

[9.5.] The customer can, if it is a consumer, also rescind its application for a contract or from the contract if, without the customer's instigation, significant circumstances, which MOON POWER presented as probable in the course of the contract negotiations, do not occur or only occur to a significantly lesser extent; whereby only the following circumstances can be considered as such significant circumstances: (1) the expected cooperation or consent of a third party that is necessary for the entrepreneur's performance to be provided or for the consumer to be able to use it; (2) the prospect of tax advantages; (3) the prospect of public funding; and (4) the prospect of a loan being granted.

[9.6.] Rescission for the reasons stated in No. [9.5.] can be declared within one week. The period begins as soon as it becomes apparent to the customer that the above-mentioned relevant circumstances will not occur or will occur to a significantly lesser extent and the customer has received written notification of this right of rescission. However, the right of rescission expires at the latest one month after full performance under the contract by both parties.

[9.7.] The declaration of rescission in accordance with the above provisions (No. [9.1] or No. [9.5.]) is not subject to any specific requirement as to form. To this end, the customer may use the sample revocation form provided by MOON POWER as part of its business initiation process. The rescission period is met if the declaration of rescission is dispatched within the relevant period.

[9.8.] If the customer rescinds the contractual relationship after having declared a demand as defined in clause 9.4 and MOON POWER has started to perform under the contract, the customer shall pay MOON POWER an amount which, compared to the total price agreed upon in the contract, proportionally corresponds to the services rendered by MOON POWER until the rescission. In any case, the customer shall retribute the services received and pay Moon Power an appropriate fee for their use, including compensation for an associated reduction in the fair market value of the service. If the restitution of the services already provided by MOON POWER is impossible or impracticable, the customer shall remunerate their value insofar as they are of clear and predominant advantage to the customer.

[10.] Final provisions

[10.1.] Order-related customer data is stored via IT/IS, processed statistically and transmitted internally to employees of MOON POWER, to which the customer gives its consent by signing the contract or placing the order. Confidential treatment of such data as contemplated by the General Data Protection Regulation (GDPR) is guaranteed in this regard. The customer expressly consents to the collection, processing and use of its disclosed personal data by MOON POWER for marketing purposes of its own to the customer, (e.g., by creating a customer file, sending newsletters and information, etc.). Such consent can be revoked by the customer at any time, with effect for the future. The complete data protection (privacy) policy can be viewed at any time at www.moon-power.com/datenschutz.

[10.2.] Should any specific provisions of the General Business Terms and Conditions be invalid or void, for whatever reason, this shall not affect the validity of the

remaining provisions thereof. The invalid or unfeasible provision shall be replaced by a valid and feasible provision whose effects come as close as possible to the commercial purpose that was intended with such invalid or unfeasible provision. The provisions above shall apply *mutatis mutandis* in the event that the General Business Terms and Conditions are found to contain any gaps.

[10.3.] All legal relationships established by application of these General Business Terms and Conditions shall be governed by substantive Austrian law to the exclusion of further reference to other jurisdictions. The application of the United Nations UNCITRAL Convention on Contracts for the International Sale of Goods is excluded.

[10.4.] It is hereby agreed that the court of Salzburg, Austria, shall have exclusive jurisdiction over any dispute or claim arising from or in connection with any business relationship between MOON POWER and its customers, including disputes regarding the validity, breach, termination or invalidity of these General Business Terms and Conditions or any other individual contracts in connection with the products or services offered by MOON POWER. **For consumers, the place of jurisdiction shall be the place of residence, habitual abode or place of employment.**

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