

General Terms and Conditions of Sales and Service

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1. General

- 1.1 THE SALE OF GOODS (THE “**GOODS**”) AND PROVISION OF SERVICES (THE “**SERVICES**”) BY CHARGEBYTE INC. (“CHARGEBYTE”) TO CUSTOMER (“**CUSTOMER**”) IS EXPRESSLY LIMITED TO CUSTOMER’S ACCEPTANCE OF THE TERMS OF CHARGEBYTE’S QUOTE, ORDER CONFIRMATION (THE “**ORDER CONFIRMATION**”), AND THE TERMS AND CONDITIONS CONTAINED HEREIN (COLLECTIVELY, THE “**AGREEMENT**”). CHARGEBYTE EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN CUSTOMER’S FORMS. NO MODIFICATION OR WAIVER OF ANY OF THESE TERMS AND NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL BE EFFECTIVE UNLESS AGREED TO IN WRITING SIGNED BY BOTH PARTIES. NO ORAL AGREEMENT, COURSE OF PERFORMANCE, OR MEANS OTHER THAN SUCH WRITTEN AGREEMENT SIGNED BY BOTH PARTIES EXPRESSLY PROVIDING FOR SUCH WAIVER SHALL BE DEEMED TO WAIVE ANY OF THE TERMS OF THIS AGREEMENT. CUSTOMER’S ACCEPTANCE OF AN ORDER CONFIRMATION SHALL CONSTITUTE CUSTOMER’S ACCEPTANCE OF THESE TERMS.
- 1.2 The Order Confirmation controls the specifics of the order, including the terms of delivery, over any conflicting provisions that may exist in any other agreements. Deviation from these terms, such as supplementary agreements, or any other informal understandings, will only be binding if they are expressly agreed to by Chargebyte in writing. The same applies to deferred amendments and supplements to already completed contracts for delivery.
- 1.3 In connection with the Order Confirmation, documents from Customer, such as illustrations, drawings, indications on weights, dimensions, performance data, are non-binding unless expressly agreed to in writing. Customer is liable for the correctness of the documents, such as drawings, samples, models, templates, and the like which Customer must provide. If no clear specification of tolerances is provided for by Customer in the drawings or the order, Chargebyte shall produce according to the norms and tolerance limits for the particular production process for the Goods that are customarily experienced by Chargebyte in the line of business for the Goods.
- 1.4 Chargebyte’s silence with regard to any terms and conditions of Customer shall not be deemed as an acceptance. The execution of the purchase order or acceptance of payment does not constitute acceptance of the terms and conditions of Customer.
- 1.5 Quotations are non-binding unless expressly designated as binding. Chargebyte’s quotations are invitations to place orders and the validity is shown in the quotation itself. Chargebyte reserves its copyright and proprietary rights of use and exploitation with regard to cost estimates, drawings, and other documents. These documents may only be made available to third-parties with Chargebyte’s prior consent.

2. Contract

- 2.1 This Agreement between Chargebyte and Customer exclusively consists of the following documents unless the Order Confirmation expressly provides otherwise:
- a. Chargebyte's Order Confirmation;
 - b. Attachments to the Order Confirmation;
 - c. These General Terms and Conditions (the "**GTC**") of Chargebyte.
- 2.2 In case of a conflict or contradiction between the documents, they shall apply in the above-mentioned order. If the Parties generally refer to "Order Confirmation" in correspondence or documents, reference to the entire Agreement is made.
- 2.3 The order of Goods and/or Services by Customer shall be deemed to be a binding offer of contract. The order as well as additions and changes to an order are only accepted when Chargebyte has confirmed them in the previously agreed form. The acceptance can be declared either in writing or by delivery to Customer. Oral or telephone order shall only be valid if they are confirmed in writing by Chargebyte. Any deviations of the order from Chargebyte's quotation shall not become part of the Agreement, unless they are confirmed in writing by Chargebyte.
- 2.4 In case of changes of legal or regulatory requirements, technical standards or judicial decisions after the time of conclusion of the Agreement that lead to changes in Chargebyte's performance under the Agreement, Chargebyte may adjust the Agreement, in particular with regard to Contract Price and delivery time.
- 2.5 Amendments or supplements of the Agreement by Customer after conclusion of the Agreement shall only be valid if confirmed in writing by Chargebyte. Chargebyte may make adequate adjustments to the Agreement's terms, especially Contract Price and delivery time. If Customer refuses such adjustment, stela may refuse the amendment or supplement of the Agreement and continue the Agreement in the original scop.
- 2.6 A cancellation or suspension of the Agreement by Customer is only permitted with the written consent of Chargebyte. Customer shall bear any costs and disadvantages of Chargebyte in this context.

3. Prices and Terms of Payment

- 3.1 Chargebyte's prices are based on Customer's acceptance of Chargebyte's quotation.
- 3.2 Unless provided otherwise in the Order Confirmation, all prices are net prices ex works. Incidental costs, such as transport, packaging and insurance, are not included.
- 3.3 Chargebyte may adjust the stated prices in a reasonable manner if the cost increases (e.g. price increases in the supply chain or cost increases in general including raw material and labor costs). Chargebyte will inform Customer of such change and the adjusted prices will become valid after a notice period of three (3) months.
- 3.4 Chargebyte's claims are due for payment "net" (without deduction) within thirty (30) days after the date of invoice, unless Chargebyte makes deviating individual agreements with Customer on payment targets and price discounts.

- 3.5 Customer shall only be entitled to a set-off if the counterclaim is undisputed or has been legally established.
- 3.6 If Customer is more than fifteen (15) days in arrears with a payment under any existing contract with Chargebyte, or if Customer has suspended its payment or if it becomes apparent after conclusion of the contract that Chargebyte's claim is at risk due to Customer's inability to pay, Chargebyte's claims under all contracts shall become due immediately. Deferment, including by acceptance of bills of exchange, shall then end with immediate effect. If Chargebyte's performance of this Agreement is still outstanding, Chargebyte may demand advance payment or the provision of security.
- 3.7 Chargebyte's obligations shall be suspended as long as Customer is in arrears with the performance of an obligation or requests renegotiations or amendments.

4. Scope of Delivery; Suitability for Use

- 4.1 The "**Scope of Delivery**" shall mean Chargebyte's obligation to deliver Goods under this Agreement. Information contained in general product documentation and price lists of Chargebyte shall only be binding as far as the Agreement expressly and in writing refers to such information.
- 4.2 Quality of deliveries is exclusively governed by the technical specifications described in the Agreement. Customer is responsible for checking its order and all documents for completeness, correctness, and feasibility for its intended use.
- 4.3 Customer shall accept production-related deviations with regard to dimensions, weights, or technical features within customary tolerances of the industry of within the tolerance limits specified in the applicable technical standards.
- 4.4 Unless otherwise agreed to in writing by the Parties, Chargebyte does not guarantee the usability of the Goods for certain purposes of Customer.
- 4.5 The nature and suitability for use of prototypes is as follows:
- a. Delivery shall only be used for prototypical applications for evaluation and development purposes (the "**Prototype Devices**") unless a suitability for series use is expressly agreed.
 - b. Unless specified in writing, no specific quality for the use of the Prototype Devices in series production has been agreed to with Customer, nor is a suitability of the Prototype Devices for such use assumed. Customer acknowledges that Prototype Devices, while basically functional, are not sufficiently tested and/or verified to be made available on the market for purposes other than evaluation or development; this applies regardless of whether or not they are integrated into Customer's system. In particular, Prototype Devices may be unpredictable and may not provide all the functions and/or meet the quality requirements that are necessary according to the state of science and technology to ensure safe use.
 - c. It is the sole responsibility and risk of Customer to test the interactions between the Prototype Device and the parameterization, configuration and/or software used by Customer for the Prototype Device, Customer's system and the environmental and other conditions to which the Prototype Device and Customer system are likely to be exposed, in accordance with the state of the art in science and technology. This applies in particular before the Prototype Device is used in areas that pose a risk to life, limb or

- property or that could lead to significant financial losses.
- d. Upon delivery of a Prototype Device, Chargebyte shall provide those properties which are expressly provided for in writing in the Agreement, including technical data sheets. Chargebyte is not obligated to provide any further properties, including but not limited to conformity with relevant standards, the ability for continuous operation, interference and short-circuit resistance, the functionality of data interfaces/data transmission devices, safety data sheets, and operating, assembly or installation instructions.
 - e. Chargebyte may make minor changes to the technical design in the event of unforeseen technical problems during the development of the Prototype Device. Profound changes to the technical design must be communicated within the scope of a change request.
 - f. Insofar as information on the properties of individual components of the Prototype Device to be manufactured is provided in a calculation/bill of materials submitted to Customer or in the quotation or order confirmation, this information shall not constitute any guarantee on properties or warranties, neither with regard to the respective component nor with regard to the Prototype Device as a whole.
- 4.6 With respect to the condition and suitability for use of pre-series products:
- a. Pre-series models and products are expressly not intended to be operated permanently and/or unattended. Pre-series models and products are expressly intended only to determine which product features still need to be improved/which defects still need to be remedied before series production starts, the processes for series production and cost optimization potentials in series production. Unless otherwise agreed in individual cases, they are not intended to be placed on the market, do not have the customary wear resistance and have not been tested for fault resistance in continuous operation. Unless expressly agreed in individual cases, they have not yet passed all tests and do not have series approvals. Existing approvals may be individual approvals, granted under simplified conditions, but only for small series or individual productions. Customer shall inform his employees, the occupational health and safety representative and other representatives accordingly before the pre-series model or product is put into use for the first time.
 - b. Chargebyte may make minor changes to the technical design in the event of unforeseen technical problems during the production of pre-series models. Profound changes to the technical design must be communicated within the scope of a change request.
 - c. Unless otherwise provided in writing, Chargebyte must provide technical data sheets for pre-series models and products, but not safety data sheets, operating or assembly/installation instructions, or the functionality of data interfaces/data transmission equipment
- 4.7 With respect to the condition and suitability for use of adaptation services:
- a. Chargebyte may rework a delivered part up to four (4) times before Customer may withdraw from the Agreement or demand new delivery. In the case of adaptation services, the delivered products are intended to be marketed individually or as assemblies within other products and comply with all relevant regulations, unless otherwise expressly agreed in the individual case. Unless otherwise agreed or required by law Chargebyte does not have to provide certificates as proof of conformity with the

regulations. Customer shall ensure the conformity of the overall product with the regulations into which Customer incorporates the Goods.

- b. Chargebyte may make minor changes to the technical design of adaptation services in the event of unforeseen technical problems during the provision adaptation services. Profound changes to the technical design must be communicated within the framework of a change request.
- c. Operating and installation/assembly instructions of customary scope as well as the prescribed data sheets shall be part of the scope of delivery in the event of adaptation performance. However, Chargebyte shall be entitled to deliver these documents by other means than with the goods themselves. The above sentence shall also apply if partial deliveries are excluded.

5. Regulatory requirements - Approval procedure

Unless expressly agreed otherwise in the individual contract, Customer shall be solely responsible for ensuring compliance with all regulatory requirements of the respective target market with regard to the market access of the delivery vis-à-vis the competent authorities. Accordingly, it is Customer's responsibility to take all measures required under the respective prescribed approval procedure (e.g. self-declaration procedure, certification procedure) for the approval and operation of the Supply and its provision on the market, regardless of whether the supply is integrated in Customer's system or not.

6. Customer Obligations and Change request

- 6.1 Customer must provide the materials/parts to be machined/know-how and other necessary information required in due time at the agreed date. Customer must provide technical documents required for processing in good time before processing.
- 6.2 Customer shall ensure that the components and information supplied by Customer are suitable for executing the order without defects. If these are defective, Chargebyte shall not be liable for any defects arising as a result. Customer shall bear any additional processing costs and costs for service steps that have become unusable and have been finally calculated. If the components and information supplied by Customer prove to be unusable during processing for reasons for which Chargebyte is not responsible, Chargebyte may demand the part of the remuneration corresponding to the service already provided and the expenses not included in the remuneration. This shall also apply if Chargebyte is unable to provide services on time due to a delay for which Customer is responsible. Chargebyte shall not be liable for any damage caused by delay or consequential damages in this respect.
- 6.3 Customer shall be responsible for checking its documents, including technical specifications and other requirements for Chargebyte's development services, and the suitability of the components and information provided for the specified development service. Chargebyte shall not be obliged to carry out a separate examination.
- 6.4 Customer agrees to the storage and processing of the data obtained for the execution of the order in compliance with data protection laws.
- 6.5 If Customer fails to fulfill the aforementioned duties to cooperate or fails to do so in a timely manner and if Chargebyte is therefore unable to perform its services or is only able

to perform them in part, Chargebyte shall be released from its obligation to perform to that extent. This shall also apply if Chargebyte is prevented from performing the service for purely legal reasons for which Customer is responsible. If delays or additional expenses arise as a result of Customer's failure to cooperate, Chargebyte may demand a change in the agreed time window/schedule and the agreed prices, without prejudice to further statutory claims.

- 6.6 Chargebyte may set a reasonable grace period for the fulfillment of any outstanding cooperation obligations. After expiry of this period, Chargebyte may terminate the contract without notice at its discretion.
- 6.7 If, in the course of the provision of adaptation or development services, new technical or commercial findings require deviation from the agreed specification in a significant manner the party requesting the change shall address its request to the other party in the form of a change request, describing the desired change as precisely as possible with regard to functionality and, if applicable, changes to the technical data and/or the technical structure. If the change request originates from Chargebyte, the change request shall also specify the effects on price and delivery time.
- 6.8 Customer shall respond within fifteen (15) working days of receipt of a change request from Chargebyte. If Customer does not respond within this period, Chargebyte may set a grace period of five (5) further working days. After the expiry of such grace period, the change request shall be deemed accepted by Customer.
- 6.9 In the event of a change request by Customer, the Customer shall, in addition to the changes to the delivery requested by it, also provide information on any additional costs incurred and state the amount to which it is prepared to bear such additional costs. Chargebyte must respond to a change request from Customer within thirty (30) days. If Chargebyte does not respond within this period, Customer may set a grace period of five (5) further working days. After the expiry of such grace period, the change request shall be deemed accepted by Chargebyte in the form submitted. Customer must state in its change request whether Chargebyte should stop its work on the order to avoid unnecessary costs. Chargebyte shall inform Customer within seven (7) working days of receipt of the change request whether it considers it appropriate to discontinue work on the order.
- 6.10 Change requests must be made in writing and must be expressly designated as such, and the setting of a grace period must also be made in writing. When setting grace period, the respective other party shall be informed that the change request shall be deemed accepted if the grace period expires without any reaction. The day of receipt of the change request/setting of the grace period by the respective recipient shall not be counted in the calculation of the deadlines. If the other party responds to a change request in due time or within the grace period and no agreement is reached on the change request within six (6) weeks after expiry of the basic response period, the change request shall be deemed rejected. The period of six (6) weeks pursuant to the preceding sentence may be extended by mutual agreement.
- 6.11 Approval of any change request shall not be unreasonably withheld by either party.
- 6.12 The agreement of a change request procedure shall not affect the statutory rights of the parties with regard to a change or termination of the content of the contract.

7. Delivery

- 7.1 The delivery period shall be agreed individually or stated by Chargebyte upon acceptance of the order. For prototypes and development services, stated delivery times are non-binding, unless expressly agreed otherwise in writing.
- 7.2 Binding delivery periods which are stated in weeks instead of designating a specific calendar day or calendar week shall not commence until the Parties have reached agreement on all details of the transaction, including the specification of the delivery.
- 7.3 Delivery periods shall be reasonably extended if:
- documents to be supplied by Customer are not received in due time;
 - approvals or releases to be obtained by Customer are not granted in due time;
 - a change request is made by Customer or by Chargebyte and agreement has not been reached within ten (10) working days as to whether, how and with what effect on delivery time and price the change request will be complied;
 - Customer fails to fulfill all material contractual obligations incumbent upon it;
 - the failure to meet the delivery deadline is due to an event of Force Majeure. This shall also apply if such an event occurs during a delay in delivery or at one of Chargebyte's suppliers; and
 - Chargebyte, through no fault of its own, is not supplied on time with goods that are required for this order and were ordered on time.
- 7.4 Insofar as is reasonable for Customer, Chargebyte may make partial deliveries, each of which it may invoice separately.
- 7.5 Customer shall be charged for the costs incurred as a result any delay in shipment or acceptance for which customer is responsible, starting one (1) month after notification that the Goods are ready for shipment or acceptance.
- 7.6 If Chargebyte is unable to make delivery within a reasonable period of time due to an event of Force Majeure, either Party may withdraw from the Agreement in whole or in part. This shall also apply in the event of subsequent impossibility of performance of the Agreement for which Chargebyte is not responsible. Claims for damages due to a withdrawal due to Force Majeure or subsequent impossibility for which Chargebyte is not responsible are excluded. If a party intends to withdraw from the Agreement for the aforementioned reasons, it must inform the other party immediately.

8. Force Majeure

In the event either party is unable to fully perform its obligations hereunder (except for Customer's payment obligation) due to events beyond its reasonable control, including but not limited to acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, slowdowns), inability to obtain power, material, labor, equipment, or transportation, or court injunction or order, that party shall be relieved of its obligations to the extent that it is unable to perform. Timely notice of such inability to perform due shall be given to the other party.

9. Terms of delivery - Transfer of risk - Incoterms

- 9.1 Unless expressly agreed otherwise, delivery shall be made "ex works" within the meaning of Incoterms from the place named in our quotation or our Order Confirmation or, if no destination is specified in our quotation /confirmation, "ex works" from one of our locations in the United States.
- 9.2 Unless expressly agreed otherwise, the risk of accidental loss and accidental deterioration of the delivery item shall pass to Customer when the delivery item is handed over to the transport person, but no later than when it leaves the distribution warehouse. This shall also apply if Chargebyte takes over the delivery. If the shipment is delayed through the fault of Customer, the risk shall pass to Customer from the time when the delivery item was ready for shipment and this was notified to Customer.

10. Property and copyright protection

- 10.1 When executing an order, Chargebyte shall use its own resources of a tangible and non-tangible nature. Irrespective of whether these are specified or specifiable in advance and irrespective of whether they are handed over to Customer during the execution of the order or as a result of the order, the following shall apply with regard to the transfer of ownership, copyrights and rights of use:
- a. A transfer of rights to the aids mentioned above shall only take place on the basis of an express written agreement.
 - b. If a transfer of title takes place, Chargebyte reserves the right of ownership until full payment of all claims, including future claims, arising from the entire business relationship, including all ancillary claims. In the case of a current account, the reservation of title shall serve as security for the balance of the account.
 - c. Chargebyte may reproduce and use, in an unrestricted manner and for internal and external purposes of any kind, including the granting of third-party rights, any and all rights transferred.
 - d. Chargebyte shall be the exclusive owner of all property rights, rights of use and all other rights to all results (including all inventions, know-how, reports of tests, studies, developments, proposals, ideas, drafts, suggestions, samples, models, templates, etc.) achieved in connection with the Agreement, unless otherwise expressly agreed in writing or prescribed by law. The rights to the source code and the documentation are not transferable under any circumstances.
- 10.2 Only in the case of individual software, the following applies:
- a. Chargebyte is also the author of any individual software created for Customer. Customer shall receive the exclusive and irrevocable right of use to this project-specific individual software agreed upon, provided such agreement is in writing. Customer may dispose of this individual software in any legal manner. Chargebyte shall take all necessary actions to ensure proper transfer of the right of use and shall provide Customer with all necessary information.
 - b. If Chargebyte already uses software components (frameworks, APIs, etc.) or know-how created by Chargebyte within the scope of the individual software created, Customer

shall receive, if necessary, a non-exclusive, temporal and spatial, but unlimited (co-)use right thereto.

- c. If third-party software, external libraries, open-source tools or the like that do not belong to Chargebyte must be used within the scope of the individual software to be created, Customer undertakes to observe and comply with the terms and conditions of use/license applicable to such use and to pay any necessary use and/or license fees.
- d. In the case of individual software, Customer is entitled to claim all possible inventions, patents or comparable rights which have arisen as a result of the individual software created by Chargebyte's performance.
- e. In the case of individual software created by employees or third-parties outside the contractual relationship with Customer and has been or will be integrated into the software, Chargebyte shall make parts available to Customer not in source code, but at a higher level. Customer shall have all the rights to this agreed for the software, but no right to edit it. The source code is also only transferable in the case of individual software if this has been expressly agreed in writing.

11. Warranty; Claims for Defects

- 11.1 Chargebyte warrants that the Goods comply with the Order Confirmation for a period of twelve (12) months calculated from the time of transfer of risk. Chargebyte assumes no warranty or other liability for certain usability of the Goods for specific purposes or for characteristics other than those expressly agreed to by the Parties.
- 11.2 Chargebyte assumes no liability for deterioration, loss, or improper handling of the Goods that arises after the transfer of risk.
- 11.3 To assert a claim for defect, such defect must: (i) be present at the time of the transfer of risk, (ii) not be caused by other components in Customer's system; and (iii) be reproducible. In addition to these pre-requisites, Customer must notify Chargebyte in writing without undue delay after its discovery, stating the information relevant for the detection of the defect.
- 11.4 Insofar as Chargebyte is obliged to subsequent performance, the following shall apply:
 - a. Chargebyte shall provide subsequent performance either by remedying the defect ("**Subsequent Improvement**") or, at our reasonable discretion, by providing a contractual service free of defects ("**Subsequent Delivery**").
 - b. If the device software cannot be executed due to defects and the use of the software is prevented as a result, Chargebyte shall provide a workaround solution at Customer's request prior to the final supplementary performance. Other defects of the device software shall be remedied at the time scheduled within the scope of proper version maintenance by delivery of an update, bug fixes or other measures.
 - c. In the case of defective third-party software, Chargebyte shall only be obliged to provide supplementary performance if it has updates, bug fixes or other measures for supplementary performance and it may pass these measures on to Customer.
- 11.5 Claims for defects shall not arise if the defect is attributable to violation of operating, maintenance and installation instructions, unsuitable or improper use, faulty or negligent

handling and natural wear and tear as well as interventions in the delivery item carried out by Customer or third parties.

- 11.6 Only hidden defects that could not be discovered at the time of delivery/acceptance shall be subject to warranty and must be reported immediately after discovery. The risk of accidental loss shall pass to Customer upon acceptance. Obvious defects must be reported in writing immediately after delivery and prior to acceptance.
- 11.7 In the event of repair or subsequent delivery, the warranty period shall not recommence or be extended. However, the warranty period shall not end before the expiry of one year after the date of subsequent delivery or subsequent improvement ("**Suspension of Expiry**"). The suspension of the expiration of the warranty period shall not apply:
- a. to a contractual performance if a subsequent improvement or subsequent delivery has already been made for the respective contractual performance; and
 - b. in the case of a subsequent improvement for non-improved parts of the respective contractual performance.
- 11.8 Section 11.07 shall not apply in the case of liability:
- a. for damages to Customer resulting from injury to life, limb or health of Customer caused by a culpable breach of duty by Chargebyte or a legal representative or vicarious agent; and
 - b. for other damages to Customer caused by an intentional or grossly negligent breach of duty by Chargebyte or a legal representative or vicarious agent.

12. Limitation of Liability

- 12.1 Chargebyte shall only be liable for damages arising from or in connection with the Agreement, in cases of intent or gross negligence. Such liability shall be limited to fifty (50%) of the contract price. Further liability of Chargebyte is excluded.
- 12.2 In no event shall Chargebyte be liable for any incidental, consequential, special, or punitive damages arising from the sale of Goods or Chargebyte's performance or failure to perform any of its obligations hereunder, whether the claims be in contract, or tort, including negligence or strict liability.
- 12.3 In case of bodily harm by fault of Chargebyte, Chargebyte shall be liable according to the legal provisions of the State's law which governs this Agreement.
- 12.4 Customer bears the burden of proof that damage is the fault of Chargebyte. All claims arising out of or in connection with this Agreement shall expire twelve (12) months after transfer of risk.

13. Confidentiality

- 13.1 Any business matters brought to the other Party by either Party in connection with the Agreement and its execution, in particular business and trade secrets, as well as know-how,

data, and other information, shall be treated confidentially and shall not be made available to third parties unless;

- a. They are publicly known;
- b. They were known by the receiving Party prior to the Order Confirmation without any obligation of confidentiality;
- c. They are made available to the receiving Party by a third party without breach of a confidentiality obligation;
- d. The receiving party develops them independently; or
- e. They are to be disclosed on the basis of an administrative or judicial order.

13.2 This confidentiality obligation shall survive the expiration of the Agreement.

14. Retention of Title

- 14.1 Chargebyte reserve title to its deliveries until full payment of all claims, including future claims, arising from the entire business relationship, and until bills of exchange and checks have been honored. In the case of a current account, the reserved property shall be deemed to be security for the balance of the account.
- 14.2 Processing of Chargebyte's deliveries by Customer shall be carried out on Chargebyte's behalf, free of charge and without any obligation on its part. In the event of processing, combination or mixing of Chargebyte's deliveries with other products, Chargebyte shall acquire co-ownership of the resulting new items in the ratio of the invoice value of its deliveries to the other products at the time of processing, combination or mixing. If Chargebyte's ownership lapses as a result of combining or mixing, Customer shall transfer to Chargebyte the ownership rights to which it is entitled in the new product in the amount of the invoice value of Chargebyte's delivery and shall hold these in safe custody for Chargebyte free of charge. Any co-ownership arising therefrom shall be deemed to be goods subject to retention of title.
- 14.3 Customer may resell products owned or co-owned by Chargebyte in the ordinary course of its business. Customer hereby assigns to Chargebyte all claims against the buyers of said products arising from the resale. If Chargebyte is only entitled to co-ownership of the products sold, Customer shall assign the claim in accordance with Chargebyte's coownership quotas, which Chargebyte hereby accepts and Customer remains authorized to collect claims assigned to Chargebyte.
- 14.4 Resale of prototypes and pre-series models is not permitted without Chargebyte's express prior written consent. In the case of customization services, the above sentence shall apply until all Customer liabilities have been settled.
- 14.5 Extraordinary dispositions, such as pledging and transfer of ownership by way of security, are not permitted. Customer shall notify Chargebyte, without delay, of any access by third parties to Chargebyte's reserved goods or to a claim assigned to Chargebyte, and Customer shall bear any costs of necessary interventions.
- 14.6 In the event of a breach of contract by Customer, Chargebyte may demand the return of the deliveries to which it retains title. Chargebyte may take possession of these itself. Customer irrevocably grants Chargebyte access to Customer's business premises. The assertion of the retention of title and the seizure by Chargebyte shall not be deemed to be

a withdrawal from the Agreement. Upon request, Customer shall immediately send Chargebyte a list of the claims assigned to Chargebyte, stating the address of Customer and the amount of the claim. At Chargebyte's request, Customer shall notify the third-party debtor of the assignment and provide Chargebyte with the information required to assert its rights or to hand over the necessary documents.

- 14.7 Chargebyte reserves all property rights and copyrights to documents Customer has received from Chargebyte. Customer must obtain Chargebyte's express written consent before passing these on to third parties. Customer shall keep secret from third parties all documents and knowledge arising from the Agreement if Chargebyte marks them as confidential or if there is an obvious interest in keeping them secret. Customer shall exercise the same care in the assessment as in its own affairs.

15. Miscellaneous

- 15.1 The place of performance of the Agreement is Chargebyte's registered office if the Parties do not agree otherwise in the Order Confirmation.
- 15.2 The assignment of a claim of Customer under the Agreement is only permitted with the express consent of Chargebyte.
- 15.3 The transfer of the Agreement, or any part of it, including the rights and obligations therein, to third parties is only permitted with the prior written consent of Chargebyte.
- 15.4 Changes, additions, supplements, or amendments to the Order Confirmation or the GTC must be in writing to be effective. The same applies for the cancellation of this formal requirement.
- 15.5 Should any provision of the GTC or an underlying Order Confirmation, in whole or in part, be invalid, ineffective, unlawful, or unenforceable, this shall not affect the validity of the remaining provisions. In such event, the parties shall replace the invalid, ineffective, unlawful, or unenforceable provision with one that achieves more closely the economic purpose of the provision to the extent permitted by law.
- 15.6 The contractual language is English or German, at the choice of the parties.
- 15.7 In case of a regulatory gap in the GTC or an underlying Order Confirmation, only the applicable law of the GTC shall apply.
- 15.8 Customer shall be bound by Chargebyte's Business Partner Code of Conduct.
- 15.9 The handling of the business relationship is supported by a data processing system. The data of Customer required for the execution of the contract, in particular names, addresses, account details, shall be stored and processed for our own purposes. Customer agrees to this by placing the order.
- 15.10 Customer shall make all legally necessary declarations to Chargebyte and conclude any necessary agreements, such as an agreement on order data processing (DPA).

16. Applicable Law; Jurisdiction

- 16.1 The Order Confirmation, the GTC, and all disputes arising out of or in connection therefrom shall be governed by the laws of the state of South Carolina. The Convention on the International Sale of Goods ("**CISG**") is expressly excluded.
- 16.2 Any claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party irrevocably and unconditionally agrees that such binding arbitration shall take place in Greenville County in the state of South Carolina.

chargebyte Inc.

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