

General Terms and Conditions of RCT Power GmbH for Sales

1. SCOPE AND GENERAL PROVISIONS

- a) The following provisions apply to all business relationships, in particular all offers, deliveries and services to and with contractual partners as well as clients (following referred to as "client"). Any other terms and conditions of the client shall not apply. Exceptions are possible with the written consent of RCT Power GmbH (following referred to as "RCT Power"). By concluding the contract, the client accepts these terms and conditions. These general terms and conditions shall also apply if RCT Power unreservedly accepts and carries out the delivery to the client in the knowledge that the client's terms and conditions conflict with or deviate from these general terms and conditions. The terms and conditions shall apply only to entrepreneurs and commercial resellers within the meaning of § 310 (1) of the *Bürgerliches Gesetzbuch* (German Civil Code, "BGB"), but not to consumers.
- b) They shall also apply to all future business transactions between the contracting parties without the need for a renewed reference.
- c) If in individual cases for specific deliveries, special provisions deviating from these terms and conditions are agreed in writing, these general terms and conditions shall apply subordinately and in addition.
- d) RCT Power owns all rights to offer documents, including photographic material etc.
- e) Trade and company secrets are to be treated as strictly confidential.

2. CONCLUSION OF CONTRACT

- a) All contractual offers made by RCT Power are non-binding. Orders placed by the client constitute a binding offer. Contracts are concluded through the order confirmation or delivery by RCT Power. The scope of the contractually owed service is exclusively determined by the order confirmation of RCT Power.
- b) Information provided by RCT Power in brochures, leaflets and other documents such as instructions, promotions or advertising as well as public statements about the properties, condition and performance characteristics of the goods are for presentation purposes. The information is not binding unless expressly agreed otherwise in writing. The brochures and other documents available on the Internet pages of RCT Power as well as any calculation tools made available by RCT Power, are for guidance only but do not offer any related certainty. They do, in particular, not represent any assurance on the part of RCT Power. In addition, offers made by RCT Power on Internet pages do not constitute binding contractual offers. They are merely an invitation for the client to request an offer for the respective product.
- c) RCT Power reserves the property and copyrights - also in electronic form - to illustrations, drawings, calculations and other documents.
- d) These rights apply in particular to such documents that are classified as "confidential". The client must obtain the express written consent of RCT Power before passing them on to third parties.
- e) RCT Power reserves the right to make changes even after sending an order confirmation, provided that these changes do not contradict either the order confirmation or the client's specification. The client will agree to any further proposed changes by RCT Power insofar as these are reasonable for the client.
- f) The right to minor deviations from specifications on dimensions, weights, condition and quality is reserved.

3. PRICES AND TERMS OF PAYMENT

- a) All prices are Ex Works (EXW, Incoterms 2020, excluding packaging and transport) plus the applicable statutory sales tax, unless not otherwise stated in the offer. RCT Power is free to choose the shipping method and type of packaging.
- b) The client is obliged to pay 100% of the agreed purchase price, including all ancillary costs, in advance, unless otherwise agreed in writing. If partial payments have been agreed, the entire remaining debt - irrespective of the maturity of any bills of exchange - shall become due for payment immediately if the client is in arrears with at least two consecutive instalments in whole or in part and the amount in arrears is at least one-tenth of the agreed purchase price. RCT Power is entitled to demand interest on arrears at the statutory rate if the client defaults on payment. If RCT Power can prove higher damages caused by the default, it is entitled to claim these.
- c) RCT Power reserves the right to adjust the prices for contracts with an agreed delivery period of more than three months, following cost increases occurring after the conclusion of the contract due to additional costs for personnel, transport and storage, the introduction of or changes to taxes or increased material costs.
- d) If, after the conclusion of the contract, the client falls into arrears or circumstances become known which call the client's creditworthiness into question, RCT Power is entitled to demand immediate payment of the client's entire remaining debt, to demand advance payments or securities or, after the expiry of a reasonable grace period to withdraw from the contract irrespective of other rights. Doubts about the client's creditworthiness arise for RCT Power in particular, if the client ceases to make payments, insolvency proceedings are opened against its assets and an application for the opening of insolvency proceedings has been filed but not opened due to lack of assets.
- e) Repayment provision: RCT Power is entitled to first offset payments against older claims against the client from the current

business relationship, despite any provisions of the client to the contrary. If costs and interest have already arisen as a result of the default, RCT Power is entitled to offset the payments first against the costs, then against the interest and finally against the principal claim.

- f) The client is only entitled to rights of set-off or retention if its counterclaims are legally established, are undisputed or recognised by RCT Power.

4. DELIVERY, DELIVERY PERIODS AND DELAY IN DELIVERY

- a) Delivery dates and delivery periods with the order are agreed in writing between the client and RCT Power. Agreed delivery periods begin with the conclusion of the contract. In case of a retroactive and agreed written contract amendment, it might be required at the same time to agree upon the new delivery date and delivery periods.
- b) Delivery dates stated in the order are expected delivery dates and non-binding. Compliance with "binding delivery dates" confirmed in writing is subject to the condition that supplies from subcontractors and suppliers to RCT Power are delivered faultlessly and in good time. Binding delivery dates and periods, confirmed in writing by RCT Power, are regarded to have been complied with if the goods have left the warehouse of RCT Power by their expiry or, if the goods cannot be dispatched in good time due to no fault of RCT Power notification has been given that the goods are ready for dispatch. The beginning of RCT Power's stated delivery period is, in any case, subject to the timely and proper fulfilment of the client's obligations arising from the entire business relationship. Here, in particular, the timely and complete receipt of payment and the timely and full compliance with owed cooperation obligations (e.g. provisions, documents, approvals etc. to be supplied by the client). Otherwise, the delivery period shall be extended by a reasonable time. We reserve the right to plead non-fulfilment of the contract.
- c) In all cases of delayed delivery as well as the expiry of set delivery periods, any claims by the client for damages due to delayed delivery or damages instead of service shall be excluded except for intentional and grossly negligent acts or due to injury to life, body or health and in those cases where liability is mandatory.
- d) Deliveries are to be accepted even if they have insignificant defects.
- e) RCT Power may provide and charge for partial deliveries and services, as long as these are reasonable for the client. If necessary, it may as well as change the materials of the products to be delivered without the client's consent, provided that this does not lead to any change in the functionality or the properties of the product.
- f) If the client is in default of acceptance, RCT Power is entitled to demand compensation for the damage incurred. The risk of accidental deterioration and accidental loss of the Goods passes to the client upon the onset of the client's default of acceptance.
- g) If the client cancels an already placed order, a lump-sum compensation amounting to 10% of the net amount of the cancelled order is due at the time of cancellation. The compensation shall be set higher if RCT Power proves a higher loss or lower if the client proves a lower loss. RCT Power explicitly reserves the right to claim any damages above this amount.
- h) If RCT Power is prevented from fulfilling its obligation due to force majeure despite exercising reasonable care, the delivery period shall be extended to a reasonable extent. This shall apply in particular due to the occurrence of unforeseeable, extraordinary circumstances such as war, civil unrest, seizure, energy supply difficulties, strike or lockout, operational disruptions, or other circumstances for which RCT Power is not responsible and which can only be eliminated with unreasonable effort, even if they occur at suppliers and sub-suppliers. If in these cases delivery and service become impossible for RCT Power, it shall be released from its performance obligations.

5. TRANSFER OF RISK

- a) The risk shall pass to the client when the goods have been dispatched or collected. Delivery shall be EX works (EXW, Incoterms 2020). The client shall be responsible for taking out transport insurance. At the client's request and expense, deliveries shall be insured against the usual transport risks.
- b) The client is obliged to accept the goods provided by RCT Power no later than eight days after provision.

6. RETENTION OF TITLE

- a) The delivered goods shall remain the property of RCT Power until all claims (including all current account balance claims) to which RCT Power is entitled from the client for any legal reason now or in the future have been fulfilled. If the delivery item is processed with other items not belonging to RCT Power, RCT Power acquires co-ownership of the new item in the ratio of the value of the goods (final invoice amount including statutory sales tax) to the other processed items at the time of processing. Otherwise, the same conditions apply for the object created by processing as for the goods delivered under reservation. The client shall keep the (co-)ownership of RCT Power safe free of charge. Goods to which RCT Power is entitled to (co-)ownership are hereinafter referred to as reserved goods.
- b) If the value of all securities existing for RCT Power exceeds the existing claims by more than 10% on a sustained basis, RCT Power shall release securities of its choice at the request of the client.
- c) A pledge or security transfer of the reserved goods is not permitted. In the event of pledges or other interventions by third

parties, the client must inform RCT Power of this immediately in writing so that RCT Power can, if necessary, bring an action under § 771 *Zivilprozessordnung - Drittwiderspruchsklage* (Code of Civil Procedure, "ZPO" - Third-party proceedings instituted to prevent the execution of a judgment). If the third party is not in a position to reimburse RCT Power for the court and out-of-court costs of an action under § 771 ZPO, the client shall be liable for these costs. The client hereby fully (including the statutory sales tax) assigns to RCT Power by transfer of security all claims (including all balance claims from the current account) arising from a resale or other legal grounds in respect of the reserved goods. RCT Power accepts this assignment. The client is entitled to collect these claims even after they are assigned to RCT Power. The authority of RCT Power to collect the claim itself remains unaffected by this. However, RCT Power undertakes not to collect the claim as long as the client meets its payment obligations from received proceeds, is not in default of payment, payments have not been suspended and, in particular, no application for the opening of composition or insolvency proceedings has been filed. If this is the case, however, the client is obliged to inform RCT Power of the assigned claims and their debtors, to provide all information necessary for the collection and to hand over all documents.

- d) RCT Power is entitled to withdraw from the contract and to demand the return of the goods if the client's conduct is in breach of contract, in particular in the event of default in payment. RCT Power is entitled to recovery after taking back the goods. The proceeds of the recovery shall be credited against the client's liabilities - less reasonable utilisation costs.

7. WARRANTY

- a) RCT Power shall be liable under statutory warranty provisions subject to the following conditions. The warranty is valid for two years from the delivery of the goods to the client. In the event of an incorrect delivery or if there is a defect, RCT Power shall, at its discretion, either ship a replacement delivery or remedy the defect. In the event of remedy of defects, RCT Power shall bear the costs for spare parts and labour. The rates of remuneration/flat rates are specified for this. These rates apply exclusively to warranty cases. For guarantee claims, the respective guarantee conditions apply.
- b) The client is not entitled to commission a third party company to remedy defects or repairs at the expense of RCT Power. If RCT Power and the client agree to remedy the defect by repair, the client must submit a written offer to RCT Power for the remedy of the defect. For this purpose, the client must use the RCT Power complaint form, which can be called up and downloaded from the website at www.rct-power.com. RCT Power may reject this form. RCT Power may reject this and itself commission a company to rectify the defect. An offer sent to RCT Power by the client must be confirmed in writing by RCT Power. The confirmation of the offer is equivalent to RCT Power having dispatched the replacement or complaint goods to the client.
- c) The client must give RCT Power a reasonable period to rectify the defect or make a replacement delivery. If RCT Power is unsuccessful in rectifying the defect within a reasonable period that allows at least two attempts at rectification, the client is entitled to set RCT Power a reasonable final period of grace that allows at least two attempts at rectification. If the rectification is also unsuccessful within this last grace period, the client is entitled to a reduction in payment or to withdraw from the contract at its discretion.
- d) Statements, product descriptions, datasheets, advertising or promotions do not contain any binding description of the agreed quality or characteristics of the goods (cf. also No. 2. b and c).
- e) In this section, neither a "quality guarantee" within the meaning of § 443 BGB (*Garantie* - Guarantee) nor the "giving of a guarantee" within § 276 BGB (*Verantwortlichkeit des Schuldners* - Responsibility of the obligor) is given.
- f) To assert claims for defects the client is required to have duly fulfilled its obligations to examine the goods and give notice of defects under § 377 of the *Handelsgesetzbuch* (German Commercial Code, "HGB") with the proviso that defects which are obvious or only become apparent during a proper examination must be notified in writing no later than eight days after the goods have been handed over to the buyer. Concealed defects shall be notified in writing no later than eight days after their discovery. The client shall inspect the delivery for visible damage upon handover by the freight forwarder. Visible damage shall be noted in writing in the freight forwarder's handover report.
- g) Further claims on the part of the client are excluded, in particular those based on consequential damage caused by defects. Any further liability is excluded regardless of the legal nature of the claim asserted. In particular, RCT Power is expressly not liable for damage that has not occurred to the products themselves, such as loss of profit and other financial losses. Insofar as liability is excluded or limited, this also applies to the personal liability of the employees, workers, staff, representatives and vicarious agents of RCT Power.
- h) In case of a submitted notice of defect, the client may only withhold payments in reasonable proportion to the material defects that have occurred. If a notice of defect turns out to be unfounded, the client shall reimburse RCT Power for the related expenses.
- i) Should the client sell the delivered goods in a modified form or after combining them with other goods, the client shall internally release RCT Power from any claims by third parties, provided that the client is responsible for the defects that caused the liability.
- j) If operating or maintenance instructions are not followed and/or changes are made to the products, if parts are processed or replaced or if other services are carried out on the products by the client or unauthorised and uncertified third parties, the claims for remedy of defects shall lapse insofar as the defect arose as a result of these actions. The same applies to defects caused by excessive use or incorrect handling deviating from the product specifications.
- k) Liability for defects also lapses if the client has not provided RCT Power with the opportunity to remedy the defect or make a replacement delivery within a reasonable deadline.

- l) If the examination of the notice of defects shows that there is no claim for defects, the costs incurred by RCT Power examining the notice of defects shall be borne by the client.
- m) Any guarantee promises made by RCT Power are regulated in separate guarantee conditions.
- n) Any claims under a right of recourse of the client against RCT Power under § 478 BGB - (*Sonderbestimmungen für den Rückgriff des Unternehmers* - Recourse of the entrepreneur) can only arise to the extent that the client has not made any agreements with its customer that go beyond the statutory claims for defects.
- o) Otherwise, No. 10 (Other liability) applies to claims for damages. Further or other claims of the client against RCT Power and its vicarious agents based on a material defect not regulated in No. 10 are excluded.

8. Use of software

As far as software is included in the scope of delivery, the client is granted a non-exclusive and non-transferable right to use the delivered software, including its documentation. Software is provided exclusively for the intended use on the delivery item. Any further use by third parties, reproduction, revision or translation of the software beyond the scope of a backup copy made for the client's purposes, and any conversion of object code into source code is explicitly not permitted.

9. Data protection

RCT Power uses the personal data provided by the client (name, address, e-mail address, telephone number) confidentially and under the provisions of the *Bundesdatenschutzgesetz* (Federal Data Protection Act, "BSDG") and the *Gesetz zur Regelung des Datenschutzes und des Schutzes der Privatsphäre in der Telekommunikation und bei Telemedien* (Act regulating data protection and the protection of privacy in telecommunications and telemedia, "TTDSG"). The data required for the processing of the order will be stored and, if necessary, passed on to vicarious agents within the order execution. Furthermore, RCT Power reserves the right to use data provided, in a permissible manner, for its advertising purposes (e.g. sending of information material). At any time, the client is entitled to object to RCT Power using, processing or transmitting its data for marketing purposes. After receipt of the objection or the revocation, RCT Power will immediately stop sending further advertising material. Insofar as the client supplies received products to third parties, it is obliged to obtain a corresponding data protection declaration from the third party. It will enable RCT Power to provide proper maintenance and testing of delivered products at the end customer and allow transmission and processing of the end customer's data by RCT Power.

10. OTHER LIABILITY

- a) Claims for damages by the client, irrespective of their legal basis, are otherwise excluded. It also applies to claims arising from *culpa in contrahendo* (fault in conclusion of a contract). They are not excluded for cases of intent, gross negligence and breach of essential contractual obligations. Fulfilling essential contractual obligations are a prerequisite for the proper implementation of the contract, and the contractual partner may regularly rely on compliance with these obligations. Compensation for the breach of essential contractual obligations shall be limited to the contract-typical and foreseeable damage. The above provisions do not entail a change in the burden of proof to the detriment of the customer.
- b) The exclusions or limitations of liability regulated in these terms and conditions do not apply to:
 - damage resulting from injury to life, body or health caused by a negligent breach of duty on the part of RCT Power or an intentional or negligent breach of duty on the part of a legal representative or vicarious agent of RCT Power,
 - negligent breach of duty by a legal representative or vicarious agent of RCT Power,
 - any cases of liability under the *Produkthaftungsgesetz* (Product Liability Act, "ProdHaftG") or
 - the case of the assumption of a guarantee.
- c) If the client sells the delivered goods, modifies them or combines them with other goods, it shall indemnify RCT Power internally against any claims by third parties insofar as the client is responsible for the defect causing the liability.
- d) Alteration of the goods and any marking of the goods which is considered to be a mark of origin of the client or a third party are not permitted.

11. RIGHT OF WITHDRAWAL AND TERMINATION

- a) RCT Power has the right to withdraw from the contract in whole or in part if:
 - an application is made to open insolvency proceedings against the client's assets,
 - It becomes known that the client was classified as uncreditworthy at the time the contract was concluded, or
 - the client ceases his business operations.
- b) In the case of continuous delivery relationships, the right to extraordinary termination (without notice) shall replace the right of withdrawal.

12. CONFIDENTIALITY / NON-DISCLOSURE / SECRECY AGREEMENT / CONTRACTUAL PENALTY

- a) The client commits itself vis-à-vis RCT Power not to publish any offer or sales prices on the Internet and/or to have them published, whether via its homepage, blogs or other online media. The client is obliged to maintain the strictest secrecy vis-à-vis any third parties concerning the client's purchase prices with RCT Power and not to make them accessible to or pass them on to third parties. The client will impose the above secrecy obligation on all employees that are and will be involved in the purchase and sale of the related goods. The above secrecy obligation shall also apply to the client's affiliated companies and any companies, corporate forms or the like associated with the client.
- b) The client commits to pay a contractual penalty of EUR 50,000.00 for each case of culpable infringement of the above secrecy obligation and No. 8 (use of software) of these general terms and conditions, at the same time waiving the plea of continuation. The amount of the contractual penalty may, if necessary, be reviewed by the competent court for its appropriateness. § 348 HGB is excluded. The assertion of further claims for damages shall remain unaffected. The contractual penalty shall be offset against the damages payable.

13. OTHER CONDITIONS, SEVERABILITY CLAUSE, PLACE OF FULFILMENT, PLACE OF JURISDICTION

- a) If parts of these terms and conditions are invalid or contradict applicable law, it shall not affect the remaining clauses. If during the term of the contract, circumstances arise which so substantially affect the technical, legal or economic effects of the contract that services provided and returns received are no longer in reasonable proportion to each other, each contracting partner may demand an adjustment of the contract to the changed conditions. Should individual provisions of these Terms and Conditions of Sale be or become void or unenforceable, it shall not affect the validity of the remaining provisions. The void or unenforceable provision shall be replaced by such a provision that comes closest in terms of its economic sense and purpose. This shall also apply if a regulation loophole exists.
- b) The place of fulfilment and jurisdiction of RCT POWER is its registered office in Constance. RCT POWER is entitled to take legal action at the client's place of business.
- c) These terms and conditions are subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The right to make changes is reserved.
- d) In the context of the business relationship with the client, RCT POWER stores the client's data following the Federal Data Protection Act (BDSG).

Status: March 2022

General Terms and Conditions of RCT Power GmbH for Delivery

1. SCOPE AND GENERAL PROVISIONS

- a) The following provisions apply to all business relationships, in particular all offers, deliveries and services to and with contractual partners as well as clients (following referred to as "contractor"). Any other terms and conditions of the contractor shall not apply. Exceptions are possible with the written consent of RCT Power GmbH (following referred to as "RCT Power"). By concluding the contract, the contractor accepts these terms and conditions. These general terms and conditions shall also apply if RCT Power unreservedly accepts and carries out the delivery to the contractor in the knowledge that the contractor's terms and conditions conflict with or deviate from these general terms and conditions. The terms and conditions shall apply only to entrepreneurs and commercial resellers within the meaning of § 310 (1) of the *Bürgerliches Gesetzbuch* (the German Civil Code, "BGB"), but not to consumers.
- b) They shall also apply to all future business transactions between the contracting parties without the need for a renewed reference.
- c) If in individual cases for specific deliveries, special provisions deviating from these terms and conditions are agreed in writing, these general terms and conditions shall apply subordinately and in addition.
- d) Trade and company secrets are to be treated as strictly confidential.

2. CONCLUSION OF CONTRACT

- a) Orders must be placed in writing. Contracts shall be concluded by the order confirmation of the contractor. The contractor must confirm orders in writing, quoting our order number, within five (5) working days of the order date. Otherwise, RCT Power may cancel the order.
- b) RCT Power may demand changes to the delivery item even after the conclusion of the contract, insofar as this is reasonable for the contractor.
- c) The major service obligation of the contractually owed scope of delivery includes the contractually owed goods, including all associated documents, operating and maintenance instructions etc. and in the case of the production/purchase of works (e.g. software etc.) also their associated temporally and regionally unrestricted transferable rights of use and the corresponding original files as well as possible source codes etc.

3. PRICES, PAYMENT AND TERMS OF PAYMENT

- a) All prices stated in the order of RCT Power are fixed prices, including packaging and transport as well as transport insurance against the usual transport risks.
- b) Any additional and/or extra services will only be remunerated if they have been agreed in writing between the contracting parties before the service is provided.
- c) Payment shall be made with 3% discount within 14 days, 2% discount within 30 days or net within 60 days. The payment period shall be calculated from the complete and proper receipt of the goods, including all associated documents, operating and maintenance instructions, etc. The invoice date shall be the date of receipt of the goods. The date of the receipt stamp of RCT Power shall be deemed to be the date of receipt of the invoice, but payment periods shall not begin to run before the goods have been received at the agreed place of delivery. The date on which the transfer order is handed over to the bank or the date on which the cheque is dispatched shall be decisive for compliance with the payment deadline.
- d) At the request of RCT Power, the contractor is obliged to collect and dispose of all packaging of the products delivered by the contractor from the place of receipt at its own expense.

4. DELIVERY, DELIVERY PERIODS AND DELAY

- a) Delivery dates and delivery periods are binding and shall be order-related agreed upon between the contractor and RCT Power in writing. If it becomes apparent to the contractor that the agreed delivery deadline cannot be met, the contractor must inform RCT Power of this immediately and notify the new delivery date. In this case, the contractor must ensure the fastest possible delivery at its own expense. The assertion of claims for damages caused by delay remains unaffected.
- b) The delivery of the goods shall be at the expense and risk of the contractor.
- c) Each delivery of goods shall be accompanied by a delivery note with the corresponding
 - order number,
 - date and order item number,
 - the designation of the goods with the contractor's corresponding serial or material numbers.
- d) In all cases of delayed delivery, expiry of set delivery deadlines, non-performance and other performance not under the contract, RCT Power may withdraw from the contract after the unsuccessful expiry of a reasonable period of grace or, if the contractor is responsible for the failure to meet the delivery deadline, demand compensation for damages under the statutory provisions, whereby the contractor cannot exculpate itself because its subcontractor/supplier did not deliver on time and/or properly. This compensation for damages also includes any additional costs incurred in the procurement of replacements from

and by third parties.

- e) If the delivery has defects, RCT Power is entitled to refuse to accept the delivery at the contractor's expense.
- f) RCT Power has the right to withdraw from the contract in whole or in part if:
 - the contractor has not only temporarily suspended payments
 - the contractor has applied to open insolvency proceedings or
 - if insolvency proceedings have been opened against the contractor's assets or the opening of such proceedings has been rejected for lack of assets
 - it becomes known that the contractor was classified as uncreditworthy when the contract was concluded, or
 - the contractor ceases its business operations.
- g) In the case of continuous delivery relationships, the right to extraordinary termination (without notice) shall replace the right of withdrawal.
- h) If a contractual penalty for a delayed delivery has been agreed in an individual contract or a framework purchase agreement, RCT Power's right to withdraw from the contract or claim compensation for the damage caused by the delay following No.4 d shall remain unaffected.

5. WARRANTY

- a) The statutory warranty provisions for material defects and defects of title under the BGB are assumed to have been agreed upon unless otherwise stipulated below.
- b) The warranty period for defects in or on a structure shall be 36 months after delivery of the goods. For defects in an object which has been utilised within its customary use for a structure and has caused the structure's defectiveness, a warranty of 60 months shall apply. The limitation period for warranty claims shall, i.a., be suspended if the parties negotiate the existence or scope of warranty claims or if the contractor or RCT Power itself checks the existence of a defect.
- c) In the event of a serial defect in the goods, RCT Power is entitled to refuse acceptance of the entire delivery or, if a partial delivery has already been made, of the remaining delivery, and to assert the statutory warranty rights for the entire delivery. A serial defect in this sense is assumed if at least 10% of the delivered goods show the same or a similar defect during the warranty period.
- d) RCT Power shall inspect deliveries received from the contractor for deviations in identity and quantity, transport damage and other obvious defects, insofar as this is feasible during the ordinary course of business. The obligation to give notice of defects under § 377 of the *Handelsgesetzbuch* (German Commercial Code, "HGB") is assumed to have been fulfilled if the contractor is notified of any defects discovered within 10 working days of receipt of the delivery. Concealed defects shall be notified to the contractor within 10 working days of their discovery.
- e) In the event of a possible excess delivery, RCT Power reserves the right to return the excess goods at the contractor's expense.

6. DATA PROTECTION AND PROTECTION OF LEGITIMATE EXPECTATION

The contractor shall use the personal data (name, address, e-mail address, telephone number) provided by RCT Power for the fulfilment of the performance of the delivery confidentially and under the provisions of the Bundesdatenschutzgesetz (Federal Data Protection Act, "BSDG") and the Gesetz zur Regelung des Datenschutzes und des Schutzes der Privatsphäre in der Telekommunikation und bei Telemedien (Act regulating data protection and the protection of privacy in telecommunications and telemedia, "TTDSG"). RCT Power is entitled to object to the use, processing or transmission of its data for marketing purposes at any time. The contractor is obliged to treat the order and the work resulting therefrom, including all associated documents, information, resources etc., as confidential and not to make them directly and/or indirectly accessible to third parties. The contractor is only entitled to press releases, advertising and other publications about placed orders with the written consent of RCT Power.

7. LIABILITY

- a) The contractor shall be liable following the statutory provisions for all damages arising from and/or in connection with the delivery of defective products. There is no limitation in terms of amount and scope.
- b) The contractor shall indemnify RCT Power against claims arising from statutory product liability if and as far as this is permissible and the cause of the damage lies within the contractor's responsibility.
- c) Any provisions by RCT POWER for the execution of the order shall remain the property of RCT Power. They shall be stored, designated and administered separately by the contractor free of charge and may only be used for the contractually agreed purpose. The contractor shall be liable to RCT Power for all damage caused to the provisions.

8. CONFIDENTIALITY / NON-DISCLOSURE / SECRECY AGREEMENT / CONTRACTUAL PENALTY

- a) RCT Power's purchase prices from the contractor are to be kept strictly secret from any third parties and are not to be made accessible or passed on to any third parties. The contractor shall impose the above secrecy obligation on all employees who are and will be involved in the purchase and sale of the related goods. The above secrecy obligation shall also apply to the contractor's affiliated companies and any companies, corporate forms or the like associated with the contractor.
- b) The contractor commits to pay a contractual penalty of EUR 50,000.00 for each case of culpable infringement of the secrecy obligation mentioned above, at the same time waiving the plea of continuation. The amount of the contractual penalty may, if necessary, be reviewed by the competent court for its appropriateness. § 348 HGB is excluded. The assertion of further claims for damages shall remain unaffected. The contractual penalty shall be offset against the damages payable.

9. OTHER CONDITIONS, SEVERABILITY CLAUSE, PLACE OF FULFILMENT, PLACE OF JURISDICTION

- a) If parts of these terms and conditions are invalid or contradict applicable law, it shall not affect the remaining clauses. Should individual provisions of these Terms and Conditions of Purchase be or become void or unenforceable, it shall not affect the validity of the remaining provisions. The void or unenforceable provision shall be replaced by a provision that comes closest in terms of its economic sense and purpose. This shall also apply if a regulation loophole exists.
- b) The place of fulfilment and jurisdiction of RCT Power is its registered office in Constance. RCT Power is entitled to take legal action at the contractor's place of business.
- c) These terms and conditions are subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The right to make changes is reserved.
- d) RCT Power is entitled to offset against claims of the contractor.
- e) The contractor may only assign claims against RCT Power to third parties with the written consent of RCT Power.
- f) The contractor commits to comply with the recognised rules of technology and the trade. In particular, with legal regulations, rules of the supervisory authorities, the employers' liability insurance associations and the regulations and guidelines issued by the *Verband der Elektrotechnik Elektronik Informationstechnik e. V.* (Association for Electrical, Electronic & Information Technologies, "VDE") concerning implementation, accident prevention and environmental protection.
- g) In the context of the business relationship with the contractor, RCT POWER stores the client's data following the Federal Data Protection Act (BDSG).

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