

General Terms and Conditions for Purchases, Work and Services Provided by ABO Energy to Businesses (B2B)

As of: 10 September 2025

1. Scope of application, form

- 1.1 These terms and conditions (hereinafter referred to as "GTC") apply to all contracts concluded between ABO Energy O&M GmbH or ABO Energy Experts GmbH (hereinafter referred to as "ABO Energy") and any contractual partner (hereinafter referred to as "Client") for the provision of services by ABO Energy, unless otherwise expressly agreed in writing between ABO Energy and the Client.
- 1.2 ABO Energy does not recognise any deviating or conflicting terms and conditions unless ABO Energy has expressly agreed to them. This requirement for consent applies in all cases, for example even if the client refers to its own General Terms and Conditions and ABO Energy does not expressly object to this.
- 1.3 These GTC apply only if the client is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law. ABO Energy may therefore require the client to provide sufficient proof of their entrepreneurial status before concluding the contract, e.g. by providing their VAT ID number or other suitable evidence. The data required for verification must be provided by the client truthfully and in full.
- 1.4 Individual agreements (e.g. in framework agreements and operating agreements) and information in ABO Energy's Order confirmations take precedence over the GTC.
- 1.5 Legally relevant declarations and notifications by the client (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. The written form within the meaning of these GTC includes written acc. to Section 126 of the German Civil Code and text form acc. to Section 126b of the German Civil Code (e.g. letter, e-mail). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.
- 1.6 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.
- 1.7 The following terms and conditions apply to all fields of activity offered by ABO Energy, in particular in the areas of
 - Maintenance of energy generation and distribution facilities, hereinafter referred to as energy facilities
 - the sale of goods,

- the provision of services.

- 1.8 The legally binding conclusion of a contract is subject to the condition precedent that all official approvals required for the provision of services, in particular for the export of goods for use in the destination country, have been granted.

2. Conclusion of contract

- 2.1 Offers made by ABO Energy are subject to change and non-binding. This also applies if ABO Energy has provided the client with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – including in electronic form – to which ABO Energy reserves ownership rights and copyrights.
- 2.2 The placing of an order or the order by the client (hereinafter referred to as "Order") shall be deemed a binding contractual offer. Unless otherwise specified in the Order, ABO Energy shall be entitled to accept this contractual offer within 14 days of receipt by ABO Energy.

3. Scope of services, changed scope of services

- 3.1 The scope of services is agreed in the respective order and is based on the information and specifications provided by the client at the time the contract is concluded. If, after conclusion of the contract, it transpires that this information is incomplete, unclear or incorrect, or if the client subsequently requests changes or additions, this will result in a changed scope of services.
- 3.2 ABO Energy shall notify the client in writing of the anticipated additional and reduced costs and the impact on the schedule for the provision of services resulting from the changes or additions requested by the client within 14 days of ABO Energy receiving the change request. The client shall then inform ABO Energy in writing within a further 14 days whether it wishes the work to be carried out under these circumstances. The changed scope of services shall only be accepted and carried out by ABO Energy following written mutual consent. ABO Energy shall not be obliged to provide additional or reduced services, even under changed conditions.
- 3.3 All documents attached by ABO Energy, such as illustrative images, diagrams, drawings or similar documents, as well as information on metrics and gauges, weights, performance, performance requirements, operating costs, etc., shall only become part of the scope of services if they are expressly agreed as part of an Order. In addition, the aforementioned

documents and specifications are in any case subject to the applicable industry tolerances.

- 3.5 ABO Energy is entitled to commission subcontractors to perform all or part of the agreed services.
- 3.6 ABO Energy shall ensure that the personnel employed to perform the services and, where applicable, any subcontractors commissioned by ABO Energy are sufficiently trained to perform the agreed services in compliance with applicable safety regulations.

4. Remuneration

- 4.1 ABO Energy shall receive remuneration for its services as agreed in the Order, plus any applicable value added tax at the statutory rate.
- 4.2 Unless the parties have agreed on a separate remuneration arrangement in the Order, the services and travel time shall be invoiced on a time basis. The exact hourly rates are based on ABO Energy's price lists valid at the time of the Order (hereinafter referred to as "price lists"), which are made available to the client when the offer is submitted.
- 4.3 The sale of goods and the use of technical equipment and additional equipment (e.g. work platforms, cranes, etc.) shall be charged in addition to the services and travel time in accordance with the above clause 4.2 in accordance with the prices stated in the price lists.
- 4.4 The client is aware that the provision of services may be delayed due to weather conditions. The parties shall therefore agree in the respective Order how the additional costs incurred due to weather conditions are to be invoiced.
- 4.5 For Orders exceeding EUR 25,000.00 (net), a deposit of 30% of the remuneration is due for payment upon placing the Order. The parties may agree otherwise in the Order.
- 4.6 Invoices are due upon issuance.
- 4.7 The client is only entitled to offset claims if their counterclaims are undisputed or have been legally established. The client is only entitled to assert rights of retention on the basis of counterclaims arising from the same contractual relationship. Any rights arising from defects remain unaffected by this.

5. Default of payment

The client shall be in default upon expiry of the payment period. All payments shall accrue interest at the statutory default interest rate during the period of default. The claim to commercial interest on arrears pursuant to Section 353 of the German Commercial Code (HGB) remains unaffected. ABO Energy reserves the right to claim further damages for default.

6. Taxes and other charges

Any customs duties, fees, taxes and other public levies shall be borne by the client, regardless of whether this is explicitly mentioned in the offer.

7. Client's obligations to cooperate

- 7.1 Insofar as this is necessary for the provision of services, the client shall ensure that ABO Energy and its subcontractors have access to
- the location and premises where the service is to be provided;
 - the energy systems;
 - the technical installations;
 - the control system for the energy systems (with login access, etc.). The contractor must be notified in advance of any access restrictions.
- 7.2 The client is obliged to provide ABO Energy and its subcontractors with all data and information necessary for the provision of services without delay, at the latest within 14 days of commencement of the contract. The client is obliged to notify ABO Energy and its subcontractors of any changes and adjustments to the energy systems that are the subject of the service provision.
- 7.3 In the event of default of acceptance or other culpable breach of cooperation obligations on the part of the client, the client shall be obliged to compensate for the resulting damage, including any additional expenses. Further claims remain reserved. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the client at the time of default of acceptance or other breach of cooperation obligations.

8. Delivery dates and delays

- 8.1 Compliance with a delivery or completion date agreed in the Order requires the timely and proper fulfilment of the client's obligations. The right to plead non-performance of the contract is reserved.
- 8.2 Agreements on completion dates must be made in writing. Completion dates are non-binding unless they are expressly designated as binding. For compliance with completion dates, it is sufficient if the work is in an acceptable condition.
- 8.3 When providing the offered service, ABO Energy shall endeavour to minimise downtime. Any downtime attributable to the client's failure to implement measures recommended by ABO Energy shall be the responsibility of the client. The client shall have no claims in this respect.

9. Retention of title

- 9.1 The goods remain the property of ABO Energy until all payments have been received in full. In the event of breaches of contract by the client, including default of payment, ABO Energy is entitled to withdraw from the contract and demand the return of the goods.
- 9.2 For the duration of the retention of title, the client is not entitled to sell, pledge, utilise or combine the delivered goods with other items. He

is also obliged to treat the goods subject to retention of title with care for the duration of the retention of title and to insure them adequately at his own expense.

- 9.3 If the purchase price has not been paid in full, the client must immediately notify ABO Energy in writing if the goods are encumbered with third-party rights or are subject to other third-party interventions.
- 9.4 Replaced parts become the property of ABO Energy upon connection.
- 9.5 If ABO Energy replaces components in accordance with the Order, the client is obligated to state in writing when placing the Order whether the components are to be retained for inspection after removal. ABO Energy will retain the removed parts for inspection for a maximum of 4 weeks after removal at a location to be specified by ABO Energy and by appointment.

10. Acceptance, transfer of risk

- 10.1 In the case of a contract for work and services, the risk of accidental loss shall pass to the client upon acceptance or, in the event of a default in acceptance, upon the date of default of acceptance.
- 10.2 In the case of execution of works, the client is obligated to accept such works. ABO Energy shall request the client in writing to accept the works and shall set a reasonable deadline of at least 12 (twelve) calendar days. The client may only refuse acceptance on the grounds of significant defects. The client must inform ABO Energy in writing of the significant defects in the declaration of refusal.
- 10.3 At the request of ABO Energy, the client is obligated to declare partial acceptance of individual separable parts of the works or services in writing.
- 10.4 The parties shall draw up an acceptance certificate and sign it jointly. The certificate shall include any defects present at the time of acceptance.
- 10.5 In the event of a sale of goods or the delivery of works at the request of the client to a location other than the place of performance, the risk of accidental loss and accidental deterioration shall pass to the client at the time of dispatch. Dispatch shall be deemed to have taken place if the client is in default of acceptance.

11. Confidentiality

- 11.1 The client undertakes to treat all financial, technical, economic, legal, tax, business, personnel or management information (including trade secrets, manufacturing processes, business strategies, business plans, personnel matters and know-how) as confidential and not to pass it on to third parties or otherwise disclose or make it accessible, except in the following exceptional cases:
- with the consent of the other party to the disclosure;
 - in the event of an obligation under statutory provisions;

- in the context of court or arbitration proceedings or in the event of an obligation under a final court order or an unappealable administrative order;
- for disclosure to independent auditors entrusted with auditing the annual financial statements of one of the parties, as well as to legal and tax advisors of one of the parties.

11.2 The information does not require confidential treatment if it

- is or becomes publicly known without breach of these confidentiality obligations;
- is obtained by a party from a third party, provided that this information is not the subject of a confidentiality agreement with one of the parties.

12. Intellectual property

12.1 Insofar as the services provided include the delivery and/or installation of software, ABO Energy grants the client a non-exclusive, non-transferable and limited licence to use the software and expertise at the energy park site exclusively in connection with the delivery item or the work performed and exclusively in accordance with its terms and conditions. The licence does not include the right to modify the materials licensed in this way (e.g. software and/or expertise), nor the right to sell, sublicense, license, rent, assign, transfer, use or otherwise make available the software or expertise to a third party, in whole or in part, without the prior written consent of ABO Energy.

12.2 However, the client may transfer the licence together with the delivery item or service to a third party who acquires the energy plant(s) or energy park.

12.3 Insofar as expert opinions, test results, calculations and the like are produced in the course of executing the Order and are subject to copyright protection, ABO Energy grants the client a simple, non-transferable right of use to these, insofar as this is necessary for the contractually stipulated purpose. No further rights are expressly transferred; in particular, the client is not entitled to modify (edit) expert opinions, test results, calculations, etc. or to use them outside of its business operations.

13. Warranty

13.1 Unless otherwise specified, the statutory provisions shall apply to the rights of the client in the event of material defects and defects of title (including any incorrect or short delivery, improper assembly or defective assembly instructions) in the case of purchases or work performed. The client may assert statutory warranty claims within a period of 12 months from the statutory commencement of the limitation period. In the case of the provision of services, there are no warranty rights, but only rights under general law on breach of contract.

13.2 If the client purchases goods, any warranty rights of the client are subject to the proper fulfilment of all obligations owed under Section 377 of the German Commercial Code (HGB)

The notification obligations must be fulfilled in writing. Verbal notification is not sufficient.

13.3 ABO Energy is entitled to make the subsequent performance owed dependent on the client having made all due payments. However, the client is entitled to retain a portion of the remuneration commensurate with the defect, but not exceeding 20% of the Order value. This does not apply to legally established, ready for decision or undisputed claims.

14. Limitation of liability

14.1 In the event of intent or gross negligence on the part of ABO Energy, its representatives or vicarious agents, as well as in the event of culpable breach of essential contractual obligations, ABO Energy shall be liable in accordance with the statutory provisions. Unless there has been an intentional breach of contract, ABO Energy's liability for damages shall be limited to the foreseeable, typically occurring damage.

14.2 ABO Energy's liability for culpable injury to life, limb or health and liability under the Product Liability Act shall remain unaffected.

14.3 Unless expressly stated otherwise above, ABO Energy's liability is excluded.

15. Force majeure

15.1 A case of force majeure is any unforeseeable, serious event for which a party is not responsible, in particular war, terrorist conflicts, epidemics or industrial disputes, which prevents a party from fulfilling its obligations in whole or in part, including fire damage, floods, strikes and operational disruptions or official orders and lawful lockouts for which it is not responsible.

15.2 If a party is prevented from fulfilling its contractual obligations due to force majeure, it must immediately inform the other party of the occurrence and cessation of the force majeure. It shall take appropriate measures and endeavour to remedy the force majeure and limit its effects as far as possible.

15.3 The parties undertake to adapt the contract to the changed circumstances in good faith. For the duration and to the extent of the direct and indirect effects, the parties shall be released from their obligations under the contract and shall not be liable for damages in this respect. In addition, either party may terminate the contract for work or services or withdraw from a purchase contract if it is foreseeable that an agreed performance date will be exceeded by more than three (3) weeks.

16. Termination of contract

16.1 The parties may terminate or withdraw from the respective Order in accordance with the statutory provisions. The following provisions shall apply in addition.

16.2 Each party may terminate a service or work contract for good cause. Good cause shall be deemed to exist if, taking into account all circumstances of the individual case and weighing the interests of both parties, the terminating party cannot reasonably be expected to continue the contractual relationship. Such good cause shall be deemed to exist in particular and shall entitle ABO Energy to extraordinary termination if

- the client or an affiliated company has filed for insolvency proceedings or the client or an affiliated company has suspended payments;
- the client does not settle due invoices within a period set by ABO Energy of at least 14 days;
- the client violates its obligations to cooperate and does not remedy the breach of duty within a period set by ABO Energy of at least 14 days.

16.3 Any termination must be made in writing in accordance with I. 5 of these GTC.

17. Applicable law, place of jurisdiction

17.1 These GTC and all disputes or claims arising out of or in connection with them or their subject matter or their formation (including non-contractual disputes or claims) shall be governed by German law, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, and excluding the rules of private international law, and shall be interpreted in accordance with German law.

17.2 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of ABO Energy in Wiesbaden. However, ABO Energy is entitled to bring proceedings before any other competent court with jurisdiction over the matters in question.

18. Miscellaneous

The invalidity of individual provisions of these terms and conditions shall not affect the validity of the remaining provisions. Both parties undertake to replace the invalid or unenforceable provision with a valid provision that comes closest to the economic purpose of the invalid or unenforceable provision. The same applies to contractual loopholes.