

Special Terms and Conditions Hardware for B2B-Customers of Compleo Charging Solutions GmbH & Co. KG (Status 08/2023)

1. **Scope and Object of Contract**

1.1 Sale and transfer of Compleo Hardware around charging electric vehicles (hereinafter referred to as „Hardware“) from Compleo Charging Solutions GmbH & Co. KG, Ezzestraße 8, 44379 Dortmund, Germany (hereinafter referred to as “Compleo“), to B2B customers within the meaning of sec. 310 para. 1 of the German Civil Code (Bürgerliches Gesetzbuch, BGB)), i.e. an entrepreneur, a legal entity under public law or a special fund under public law (hereinafter referred to as “Customer(s)“) and the fulfilment of such performances shall be subject to the General Terms and Conditions for Delivery for B2B-Customers (hereinafter referred to as “GTC’s Delivery“) as well as the following Special Terms and Conditions Hardware. However, should there with regard to sale and transfer of Hardware be any discrepancies between the GTC’s Delivery and this Special Terms and Conditions, the corresponding provisions of this Special Terms and Conditions shall prevail.

1.2 The object of these Special Terms and Conditions Hardware is to set special rules for sale and transfer of Hardware to the Customer. Under the terms of these Special Terms and Conditions Hardware, Compleo provides the Customer with Hardware for charging e-mobility vehicles together with assembly and usage instructions for such Hardware and firmware belonging to such Hardware. Performance descriptions for Hardware made available to the Customer by Compleo on the basis of these Special Terms and Conditions are available for retrieval by the Customer on the following website:

<https://www.compleo-charging.com/en/products/document-centre>

1.3 Type and quantity of the Hardware ordered by the

Customer and which Compleo makes available to the Customer under these terms and conditions, can only be found in the individual Written Offer to which these Special Terms and Conditions Hardware are attached.

2. **Usability of the Hardware**

Unless stated otherwise in the respective documentation for the respective product, in particular in the assembly and usage instructions, Compleo does not warrant or guarantee that the Hardware and firmware is compatible with software-as-a-service concepts or other supplementary software systems provided by third parties.

3. **Scope of Performance**

3.1 Compleo shall make the ordered Hardware available at a specific Compleo warehouse within the Federal Republic of Germany for pick up by a carefully chosen and appropriately commissioned carrier (Frachtführer). The address of the Compleo warehouse can be taken from the individual Written Offer (“Performance Location” and also “Delivery Location”). At the Performance/Delivery Location, Compleo will (i) pack (verpacken) the ordered Hardware in accordance with the customary packaging methods for Hardware and (ii) hand over (übergeben) the ordered Hardware to the commissioned carrier.

3.2 Compleo shall dispatch (versenden) the ordered Hardware at Customers request and expense pursuant to clause 4.1 to a location specified in the individual Written Offer or in any other way agreed on (deviating from the Performance/Delivery Location) (“Target Location”). The ordered Hardware shall reach the Target Location at the agreed delivery time. Upon delivery, the Customer is obliged to accept the ordered Hardware at the agreed

Target Location. If the Customer does not accept the ordered Hardware as agreed, the Customer is in default of acceptance towards Compleo. The Customer is only entitled to refuse the acceptance of ordered Hardware towards Compleo at the Target Location if the Hardware provided is a non-conforming Product according to clause 6.1.

- 3.3 The Customer shall be solely responsible for the proper assembly and commissioning of the Hardware, unless the parties have expressly agreed on a different procedure within the individual Written Offer. The Customer shall have the Hardware installed by its own employees or by installation partners, but in any case only by using and observing the respective documentation and by such employees or installation partners who have previously successfully participated in a one-time training by Compleo personnel. The parties will agree on the details of the one-time training necessary to provide installation services in a separate agreement.

4. Prices and Payment

- 4.1 The prices for (i) Hardware available under these Special Terms and Conditions Hardware and (ii) the dispatch (Versand) of Hardware to the Target Location can be found on the individual Written Offer.
- 4.2 Payments are to be made in accordance with the terms of payment stipulated in the GTC's Delivery. It is clarified that all prices given in the individual Written Offer shall be exclusive of any applicable taxes, custom duties or similar costs, in particular with regard to import and/or export. The provisions of clause 5.2 shall remain unaffected.
- 4.3 For this purpose, each sale of Hardware constitutes a separate sale, regardless of whether such performance constitutes a full or partial performance under an offer.

5. Transfer of Title and Risk of Loss

- 5.1 Title to Hardware purchased by the Customer as specified in an individual Written Offer shall pass to the Customer at the later date of (i) handover (Übergabe) of the Hardware at the Target Location and (ii) full payment of the purchase price to be paid under the respective individual Written Offer.
- 5.2 Risk of accidental loss (zufälliger Untergang) of or accidental damage (zufällige Beschädigung) to Hardware ordered by the Customer from

Compleo shall always pass to the Customer at the Performance/Delivery Location, upon handover of the ordered Hardware from Compleo to the commissioned carrier pursuant to clause 3.1 (Incoterms FCA).

6. Warranty

- 6.1 Compleo warrants that the respective Hardware at the time of handover to the Customer (i) is free from defects in materials and workmanship, (ii) complies with the applicable specifications as set out in the performance description and (iii) is free from liens, encumbrances and security interests of third parties (the "Hardware Warranty"). This Hardware Warranty does not constitute a guarantee within the meaning of sec 443 BGB, but merely a quality agreement. The Hardware complies with the applicable law of the European Union at the time of the conclusion of this contract. Compleo does not assume any further warranty or guarantee. If the place of use is not within the European Union or for subsequent changes in law, it is the sole responsibility of the respective user to ensure, taking into account the documentation, that the use of the Hardware complies with the applicable law.
- 6.2 Claims of the Customer regarding any breach of the Hardware Warranty must be raised by Customer towards Compleo in writing within twelve (12) months after handover of the Hardware to the Customer under the respective Written Offer.
- 6.3 Claims and rights of the Customer due to a breach of Hardware Warranty shall be excluded for the respective Hardware (a) after expiry of the respective warranty period, (b) if the Customer has not rejected such Hardware as nonconforming with the Hardware Warranty pursuant to sec. 377 of the German Commercial Code (Handelsgesetzbuch) towards Compleo, (c) if the Customer or any third party has modified the Hardware without the prior consent of Compleo and the rectification of the breach of the Hardware Warranty is made impossible or unreasonable as a result of such modification, or (d) if the respective Hardware has not been assembled, commissioned, maintained and/or operated in accordance with the applicable documentation.
- 6.4 In order to claim warranty, the Customer must, at Compleo's choice, either (i) grant a vicarious agent (Erfüllungsgehilfe) of Compleo access to the allegedly nonconforming Hardware, or (ii) send the

allegedly nonconforming Hardware provisionally at its own expense to a test location within the Federal Republic of Germany designated by Compleo on Customer's request (the "Test Location") for inspection and testing by Compleo. If Compleo's inspection and testing reveals that a breach of Hardware Warranty exists with respect to such allegedly nonconforming Hardware, Compleo shall either (a) repair such nonconforming Hardware or have it repaired via a vicarious agent, or (b) replace such nonconforming Hardware. In case of repair or replacement Compleo shall, at Compleo's expense, make the repaired or replaced Hardware available to the Customer at the Delivery Location and shall compensate the Customer for further costs incurred by the Customer due to the defectiveness of the Product, but only to the extent that Compleo would be obliged to compensate according to applicable law.

- 6.5 In the event that a resale of the Hardware by the Customer results in a sale of consumer good (Verbrauchsgüterkauf) at the end of the supply chain within the meaning of sec. 474 BGB, the statutory provisions pursuant to sec. 433 to 445b BGB shall apply to the warranty towards the Customer, in deviation from the provision of this clause.