

1. Scope

- 1.1. These general terms and conditions (GTC) apply to all contracts, deliveries and other services between Modual AG, Seewenstrasse 13, CH-6440 Brunnen, Switzerland, (hereinafter referred to as "Modual AG") and its customers (hereinafter referred to as "customer"). Deviating conditions of the customer are only recognized if they have been expressly confirmed in writing by Modual AG.
- 1.2. These GTC also apply to all future transactions with the customer, even if they are not expressly agreed again.

2. Conclusion of contract

- 2.1. All offers from Modual AG are non-binding and subject to change. A contract is only concluded through the written order confirmation from Modual AG or through the execution of the delivery.
- 2.2. Additions, changes or ancillary agreements must be in writing. This also applies to the waiver of the written form requirement.
- 2.3. Modual AG reserves ownership and copyright to all drafts, concepts and system definitions that were developed prior to the offer being made. These documents must be treated confidentially and may only be passed on to persons who are directly involved with the content.

3. Prices and payment terms

- 3.1. All prices are ex works of Modual AG, plus statutory VAT and excluding packaging, shipping, insurance and other incidental costs, unless expressly agreed otherwise.
- 3.2. Invoices from Modual AG are due for payment no later than 30 days after the invoice date without deductions. Payment is only deemed to have been made when Modual AG can freely dispose of the amount.
- 3.3. If the customer defaults on payment, Modual AG is entitled to demand default interest of 5% above the respective base interest rate. The right to assert further claims remains reserved.
- 3.4. The customer is not permitted to withhold payments due to counterclaims unless these have been acknowledged in writing by Modual AG in advance.
- 3.5. Modual AG reserves the right to obtain information from unknown customers before executing an order and, if necessary, to demand an advance payment.
- 3.6. In the event of late payment, Modual AG reserves the right to withdraw from the contract or to take back the goods delivered.

4. Delivery and delivery time

- 4.1. Delivery periods and dates are non-binding unless they have been expressly agreed in writing as binding.
- 4.2. Modual AG is not responsible for delivery delays due to force majeure or due to events that make delivery significantly more difficult or impossible for Modual AG, even if binding periods and dates have been agreed. These include, in particular, strikes, lockouts, official orders, energy or raw material shortages, unforeseeable operational disruptions, such as fire, water or machine damage, and all other hindrances that occur at Modual AG or its suppliers. These entitle Modual AG to postpone delivery for the duration of the hindrance or to withdraw from the contract in whole or in part due to the part that

has not yet been fulfilled.

- 4.3. If Modual AG is in default, the customer can only withdraw from the contract after a reasonable grace period of at least 30 days has expired without result.
- 4.4. A delivery is deemed to have been fulfilled when the goods leave the Modual AG factory or a service has been provided. Shipping and transport risks then pass to the customer, even if freight-free delivery has been agreed.
- 4.5. Packaging is carried out with the greatest care and in accordance with the respective goods being transported and their properties. If breakage or transport damage occurs despite this, the recipient is obliged to immediately draw up a report of the facts with the transport manager and to assert the claim for compensation directly with him.
- 4.6. Complaints must be made in writing within 8 days of arrival and acceptance of the goods, otherwise the delivery is deemed to have been approved.

5. Transfer of risk

- 5.1. The risk is transferred to the customer as soon as the delivery has been handed over to the person carrying out the transport or has left the Modual AG warehouse for dispatch. This applies regardless of who bears the freight costs.
- 5.2. If dispatch is delayed for reasons for which the customer is responsible, the risk is transferred to the customer when the readiness for dispatch is reported.

6. Warranty and liability

- 6.1. The warranty periods are set out in separate warranty provisions. These periods are a limitation period and also apply to claims for compensation for consequential damage caused by defects, provided that no claims based on tort are asserted.
- 6.2. The customer's claims for defects require that the customer has properly fulfilled his or her obligations to inspect and complain. Obvious defects must be reported in writing immediately, but no later than 8 days after receipt of the goods.
- 6.3. Modual AG does not accept any liability for defects that arise from unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, incorrect or negligent handling. This also applies to the consequences of improper changes or repair work carried out by the customer or third parties without the written consent of Modual AG.
- 6.4. In the event of a defect, Modual AG is entitled to remedy the defect or to supply a replacement at its discretion. If the repair or replacement delivery fails, the customer can demand a reduction in the payment or cancellation of the contract.
- 6.5. Further claims by the customer, in particular for damage that did not occur on the delivery item itself, are excluded unless there is mandatory legal liability. This applies in particular to claims for lost profits or other financial losses suffered by the customer.
- 6.6 Any liability arising from improper use is rejected

7. Retention of title

- 7.1. The goods delivered remain the property of Modual AG

until all claims arising from the business relationship with the customer have been paid in full.

7.2. The customer is obliged to treat the goods subject to retention of title with care, in particular to insure them at their own expense against fire, water and theft damage at their replacement value.

7.3. If the customer acts in breach of contract, in particular if payment is delayed, Modual AG is entitled to take back the reserved goods at the customer's expense. The taking back and seizure of the reserved goods by Modual AG constitutes a withdrawal from the contract.

8. Withdrawal and termination

8.1. Modual AG is entitled to withdraw from the contract if the customer has provided incorrect information about his creditworthiness or if there are objective reasons for the customer's insolvency, in particular if payments are suspended or insolvency proceedings are opened.

8.2. In the event of withdrawal, the customer must immediately return all deliveries and services already provided and reimburse Modual AG for the costs incurred.

9. Data protection

9.1. Modual AG only collects, processes and uses the customer's personal data within the framework of the statutory provisions and to the extent that this is necessary to implement the contract.

9.2. The customer has the right to receive information about the personal data stored at any time and to request its deletion, provided that there are no statutory retention periods to the contrary. This does not include data on the operation of the products, such as voltage and

performance data of energy storage devices.

10. Confidentiality

10.1. Both parties undertake to keep all information and documents obtained in the course of the business relationship that are designated as confidential or are otherwise recognizable as business or trade secrets secret for an indefinite period of time and not to record, pass on or use them unless necessary to achieve the purpose of the contract.

11. Place of performance and jurisdiction

11.1. The place of performance and jurisdiction for all disputes arising from this contract is the registered office of Modual AG, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.

11.2. Swiss law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.

12. Final provisions

12.1. Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the valid provision that comes closest to the economic purpose of the invalid provision.

12.2. Changes or additions to these General Terms and Conditions must be made in writing. This also applies to the waiver of the written form requirement.