

General terms and conditions SieStar B.V. version 2024

These general terms and conditions (hereinafter ‘the Conditions’) shall, apply to all agreement(s) to be concluded by SieStar B.V. or it with the Customer concerning the supply of goods and services

Definitions

In these general purchase conditions, the following definitions shall apply:

“**Agreement**”: means an Offer accepted and signed in accordance with the provisions of Article 1.

“**Annexes**”: the documents attached to the Quotation which form an inseparable part of the Agreement;

“**CC**”: Civil Code.

“**Completion**”: means the making available of the Work by SieStar to the Customer in accordance with the contents and purport of the Agreement.

“**Conditions**”: means these general terms and conditions.

“**Customer**”: means the counterparty of SieStar, which wishes to enter into or has entered into from SieStar regarding the purchase of a Product or any installation thereof.

“**Goods**”: the movable property or software to be purchased and delivered by the Customer in accordance with the Agreement.

“**Personnel**”: All natural persons whom SieStar deploys directly or indirectly to conduct Performances and Works (of SieStar itself, of its subcontractors, of employment agencies, including non-subordinates).

“**Performance**”: the goods delivered and/or services rendered and/or Works performed by SieStar in accordance with the Agreement.

“**Product**”: Smart energy storage and energy management solutions whether or not combined as smart battery energy storage systems.

“**Services**”: means the work to be performed by SieStar pursuant to the Agreement.

“**SieStar**”: SieStar B.V. established in (4538 BT) Terneuzen, at Informaticastraat 4, registered in the trade register of the Chamber of Commerce under the number 92046835.

“**Work(s)**”: means the work of a material nature to be delivered to the Customer by SieStar pursuant to the Agreement.

0. **Applicability**

- 0.1 These Conditions shall apply to all (future) Offers and Agreements between SieStar and the Customer, to the formation thereof and to all agreements resulting therefrom. Deviations from and additions to these Conditions shall only be valid if agreed in writing
- 0.2 In the event of a conflict between provisions of the Agreement or Annexes, the following order of precedence shall apply:
 - a) the Agreement;
 - b) the Annexes;
 - c) the Conditions.

1. **Conclusion of Agreement**

- 1.1 Agreements between SieStar and the Customer shall be formed if and when: the Customer has accepted an Offer from SieStar in writing by signing the Offer. The Quotation shall be deemed tacitly accepted if acceptance of the Quotation is communicated to SieStar and execution of the Agreement is given.
- 1.2 The information in the Quotation is deemed to be correct, SieStar assumes the accuracy of the information provided by the Customer and shall not be liable for errors based on incorrect information provided. Any additional costs and/or any loss arising from incorrect information shall be borne by the Customer. If by making an offer SieStar is obliged to incur specific costs for the Customer, the Customer shall - after the costs have been stated by SieStar - pay these costs if and insofar as the Offer does not lead to an Agreement between the parties.
- 1.3 All data, assumptions, estimates, yield calculations, payback periods, subsidy amounts and other factors, underlying the Customer's decision to enter into the Agreement, whether or not known to SieStar, shall be at the Customer's risk.
- 1.4 Drawings, models, specifications, quality, inspection and guarantee certificates, maintenance and instruction manuals and similar information, which the Customer has made available or approved to SieStar prior to the formation of an Agreement, form part of the Agreement

2. Implementation

- 2.1 SieStar works on the basis of an obligation to perform to the best of its ability, unless expressly provided otherwise in writing. SieStar shall use its best efforts to perform an Agreement with the utmost care.
- 2.2 SieStar may suspend its obligations under the Agreement if the Customer fails to timely provide all data and documents that may reasonably be of importance in connection with the execution of the work.
- 2.3 SieStar shall assume that the information and documents provided by the Customer are correct and complete. In case the information turns out to be incorrect or incomplete, the consequences, additional costs and/or any damage shall be borne by the Customer.
- 2.4 The Customer is obliged to provide a safe working environment for the Staff. This includes at least, but not exclusively, the possibility of de-energising the entire electrical installation. If the Customer cannot provide a sufficiently safe working environment, the Customer shall be obliged to notify SieStar of this in good time. The consequences, such as any additional costs for providing a safe working environment and/or additional damage shall be borne by the Customer.

3. Changes and responsibilities Customer

- 3.1 The Customer is aware and accepts that when new (significant) power consumers or power generators are added to the existing connection, it is the Customer's responsibility to investigate whether this can be done within the current connection. The Customer itself is responsible for any SCIOS Scope re-inspection or equivalent. SieStar is not responsible and/or liable for any consequences, additional costs and/or possible damage as a result of adding new power users and generators.
 - 3.2 SieStar makes estimates of the possible savings and earning potential at a Customer based on measurements and/or analyses of the energy profile and supplied information. If the actual energy profile differs after installation, e.g. due to increasing or decreasing load or other usage patterns of large consumers or generators in the electrical installation, potential savings previously indicated by SieStar may differ. The Customer cannot derive any rights from an estimate made by SieStar.
 - 3.3 Modifications made to the Product by the Customer shall release SieStar from any liability in respect of the Product, unless the Customer has obtained SieStar's express written consent.
 - 3.4 The Customer is responsible for tidying up and keeping clean the area and/or surroundings in which the Products are located in order to minimise the risk of incidents.
 - 3.5 The Customer shall ensure compliance with the structural fire safety requirements and the installation of the required fire safety system, which may include, but is not limited to, the detection, reporting, evacuation and extinguishing system of the room and/or the environment in which the Product is installed, in accordance with SieStar's advice at the time of commissioning or with the regulations in force if these set more requirements than SieStar's advice. This also includes, but is not limited to, the associated periodic inspections and checks of the building and fire safety installation.
 - 3.6 The Customer is installation responsible person (RP) for the part that has become part of the electrical and fire safety installation in accordance with PGS37.1 and other applicable laws and regulations. The Customer is fully responsible and liable for inspections and tests of the entire installation as described in the applicable standards, including the part of the installation that has been adapted by SieStar or a third party appointed by SieStar to connect the installation. This includes (but is not limited to) sizing the installation sufficiently to handle all currents in accordance with the applicable standards, meeting the conditions as described in the grid code and limiting phase disparity in phase load. .
 - 3.7 During the entire period that the Product is on the Customer's premises, the Customer shall ensure that the room and/or environment in which the Product is set up complies with constructional and installation requirements as prescribed by SieStar and applicable legislation.
 - 3.8 Adjustments required herein, following for instance changes in standards, rules and legislation, shall be at the risk and expense of the Customer and shall be carried out in consultation with SieStar.
 - 3.9 SieStar cannot guarantee 100% uptime of the Product. SieStar cannot be held responsible for any kind of consequential damages, caused by the non-functioning of the Product (e.g. production processes, revenues energy trade).
 - 3.10 SieStar guarantees to the Customer the effort obligation to restore the Product to operation as soon as possible. The costs for the Services shall be borne by the Customer, unless otherwise agreed in a specific situation.
- The Customer itself is responsible for execution and costs of adjusting the connection and transport agreement with the network operator.

4. Data

- 4.1 The Customer authorises SieStar to read out and use all data from the Product and the energy meters placed or to be read out in order to operate the systems correctly and safely.
- 4.2 SieStar uses the data from the Product exclusively for technical purposes, such as monitoring and improvement of services and the Product.

5. Access

- 5.1 Access to the Product, as well as the space and/or surroundings is limited to SieStar and third parties designated by SieStar.
- 5.2 Unless otherwise agreed in writing, the Customer shall grant SieStar access to the Product at all times and shall provide SieStar with the necessary keys or other means of access to this end upon signing the Quotation, such as but not limited to the right of way. Without access SieStar cannot and is not obliged to fulfil its maintenance and monitoring agreements.
- 5.3 If SieStar cannot fulfil its obligations based on insufficient access, the Customer shall remain obliged to fulfil its obligations. The Customer shall not be entitled to suspend any obligation based on conduct by SieStar as a result of insufficient access.

6. Delivery, Completion, transfer of ownership and risk

- 6.1 Delivery of the Goods shall take place FCA A Informaticastraat Terneuzen in accordance with Incoterms 2023, or any other address specified by SieStar in writing. On Delivery, SieStar transfers the responsibility of the delivered Goods to the Customer.
- 6.2 The delivery of Works shall take place at the time and location specified in the Agreement is indicative. In the event of defective or delayed Delivery, SieStar shall not be liable for compensation. The time for Completion cannot be regarded as a deadline. SieStar may change the specifications of delivery times.
- 6.3 After SieStar has reported the services for the benefit of the Performance ready, the Customer shall assess whether and, if so, when Completion can take place. At the Customer's first request, SieStar shall prepare a Completion Report to be signed by both parties. Only after written confirmation by the Customer that Completion has taken place, shall Completion be final and, insofar as this is not the case, the Completion Report shall state which work or deliveries of Goods still need to be carried out, all this without consequences for the agreed date of Completion.
- 6.4 If and insofar as the Performance relates to Delivery of Goods, the Customer shall acquire ownership thereof at the same time that risk passes pursuant to the Incoterms referred to in Article 6.1.

7. Warranty

- 7.1 Applicable warranty in years on the battery installation is shown on the signed Quotation. The expected cycle life, as shown on the Offer, is not a guarantee, but only an indication. The warranty period starts from the date of Completion. If the guarantee provided by SieStar concerns a good produced by a third party, the guarantee shall be limited to that provided by the producer of the good for it. SieStar shall never give more warranty to the Customer than the product warranty provided by the manufacturer of the parts of the Product.
- 7.2 If the Customer does not comply with remote monitoring in accordance with the Quotation, the warranty shall lapse immediately.
- 7.3 During the warranty period, defective parts will be supplied new free of charge if the cause of the defect is not covered by 7.7.
- 7.4 Necessary labour for replacement is not part of the agreed warranty and will be invoiced on the basis of subsequent calculation..
- 7.5 The Customer shall have SieStar carry out required preventive and corrective maintenance to maintain warranties. Invoicing for this shall take place on the basis of subsequent calculation. SieStar shall charge an hourly rate excluding VAT of € on working days, € in the evening/night/weekend, € on Sundays and public holidays.
- 7.6 If the Customer fails to have maintenance carried out by SieStar and/or makes unauthorised changes to the battery installation, the warranty shall immediately lapse.
- 7.7 Faults that are not covered by the service and/or warranty and therefore will be charged in full, including, labour and materials, are:
- a) Faults caused by no or no proper electrical voltage being available.
 - b) Faults on the installation parts caused by lightning strikes, freezing, fire or other external causes;
 - c) Faults caused by operation of the battery installation, associated switches and fuses by persons not designated by SieStar for this purpose;
 - d) Faults resulting from a faulty room thermostat and/or temperature control;
 - e) Malfunctions resulting from changes made to the installation which could impair the proper functioning of the appliance and which have not been made by SieStar;
 - f) Malfunctions resulting from failure to have repairs or work deemed necessary by SieStar carried out.
- 7.8 The costs of the call-out if SieStar cannot gain access to the service address after an appointment made, without counter-notification from the Customer, shall be borne by the Other Party. These costs amount to €250 EURO (excluding VAT), to be increased by travel time and km allowance per event.

- 7.9 The Customer must report the defect to SieStar no later than 5 working days after its discovery. If the Customer has not complained in time, this shall result in forfeiture of rights. The Customer shall then no longer be entitled to repair, replacement or compensation.
- 7.10 The Customer is not allowed to suspend payment obligations in case of a complaint. The Customer shall also remain obliged to take delivery of and pay for the Goods.

8. Changes, more and less work

- 8.1 SieStar shall be entitled to clarify the specifications of the Performance at any time. Such clarifications may result in more or less work.
- 8.2 SieStar may set off compensation for additional work against (partial) payments of the agreed price.

9. Retention of title

- 9.1 All Goods delivered and to be delivered shall remain SieStar's exclusive property until all claims that SieStar has or will acquire against the Customer, including in any case the claims referred to in article 3:92 paragraph 2 of the Civil Code, have been paid in full.
- 9.2 As long as ownership of the Goods has not passed to the Customer, the Customer may not pledge the Goods or grant any other right to them to third parties, except within the normal course of its business.
- 9.3 The Customer shall be obliged to keep the Goods delivered under retention of title with due care and as recognisable property of SieStar.
- 9.4 SieStar shall be entitled to take back Goods delivered under retention of title that are still in the Customer's possession if the Customer defaults on his/her payment obligations or has and/or threatens to have payment difficulties. The Customer shall at all times grant free access to his premises to inspect the Goods and/or to exercise the rights in this article.

10. Payment

- 10.1 The Customer shall pay invoices relating to a Delivered Performance on the later of 30 days after receipt of the invoice.
- 10.2 SieStar may set off amounts due to the Customer against stipulated discounts, penalties and other claims, which SieStar has against the Customer. The Customer may not invoke set-off or suspension of payment.

11. Confidentiality

- 11.1 The Customer shall keep the existence, nature and contents of the Agreement and/or Framework Agreement, as well as other oral and written information, in whatever form, that is provided to it by or on behalf of SieStar in the context of the Agreement or of which the Customer becomes aware, sufficiently secure and secret, and shall not disclose or provide anything in that respect to third parties (not being its employees or similar hired workers or professional advisers) without SieStar's written consent. The Customer shall impose the same duty of confidentiality as the above-mentioned duty of confidentiality on the employees and equivalent hired workers and professional advisors engaged by it and guarantees SieStar that they shall comply with the said duty of confidentiality. This confidentiality obligation shall continue for a period of 36 months after the Agreement has been terminated.
- 11.2 In the event that the Customer breaches its confidentiality obligation, it shall forfeit to SieStar an immediately payable penalty of €25,000, without any notice of default being required, without prejudice to SieStar's right to recover from the Customer the damage actually suffered by it under the law.

12. Transfer of rights and obligations

- 12.1 SieStar shall be entitled to transfer the rights and obligations under the Agreement to its affiliates freely and without the Customer's prior consent.
- 12.2 The Customer shall not be entitled to transfer the rights and obligations arising for it under the Agreement to third parties in whole or in part, or to create a restricted right on them within the meaning of article 3:8 of the Dutch Civil Code.

13. Limitation of Liability

- 13.1 SieStar shall not be liable for damage of any kind caused by SieStar's reliance on incorrect and/or incomplete data provided by or on behalf of the Customer.
- 13.2 SieStar shall not be liable for damage caused to the Battery by vandalism, violence or any other intentional or deliberately reckless act.
- 13.3 If SieStar is found liable for damage incurred by the Customer, liability shall always be limited to the amount recognised and paid out by SieStar's insurer under any liability insurance, plus SieStar's own risk (if any) under that insurance. A series of connected events causing damage shall be considered one event/claim for the purposes of this article.
- 13.4 If no payment is made under a liability insurance policy, for whatever reason, SieStar's liability shall always be limited to a 10% of the amount of the invoice value.

- 13.5 The limitations of liability contained in this article shall not apply in the event that damage is due to intent or gross negligence of the parties.
- 13.6 In the event that SieStar is liable for any damage caused by a defect in the battery installation, such liability shall in all cases be limited to a maximum of the amount paid out by the liability insurance.
- 13.7 Any claims for damages must be reported by the Customer no later than 14 days after they arise, failing which the claim against SieStar shall lapse.
- 13.8 The parties shall take all measures that can reasonably be expected of them to prevent or limit damage.
- 13.9 The provisions of this article shall also apply in favour of SieStar's personnel, as well as its affiliated companies, and auxiliary persons/third parties engaged by SieStar in the execution of the agreement.

14. Force majeure

- 14.1 If the execution of the order is delayed due to a cause not attributable to SieStar, SieStar shall be entitled to suspend or postpone the work until force majeure no longer exists. Force majeure includes, but is not limited to: fire, flood, epidemics including but not limited to COVID-19 and similar epidemics, strikes, riots, terrorism, threat of terrorism, war, threat of war, transport problems, extreme weather conditions, natural disasters, nuclear disasters, government measures, import, export and transit bans, shortcomings of its (sub-)suppliers not attributable to SieStar, non-deliverable components, computer and software failures, failures in electricity, telephony, utilities, network traffic and internet connections, hacking, virus attacks, and all circumstances under which SieStar cannot reasonably be required to perform its obligations under the order in time or otherwise.
- 14.2 If performance of the order is permanently impossible due to force majeure, SieStar and the Customer shall endeavour for a period of twelve weeks to resolve the force majeure situation so that the agreement can still be fulfilled. If further performance has not succeeded within these twelve weeks, both SieStar and the Customer shall be entitled to terminate the order by means of a written notice to that effect to the other party, stating the reasons for termination.
- 14.3 In the case of 14.2, SieStar and the Customer shall mutually cooperate in recording the actual state of the work at the time of the interim termination and the consequences that the interim termination has for the mutual performance of the agreement. A final account will be drawn up on the basis of the recording statement. The outcome of this record shall result in a final settlement between SieStar and the Customer in the sense that should either party have paid a higher amount in advance than the state of the work is at the date the record is made, that party shall refund the excess to the other party within 14 days.
- 14.4 SieStar shall in no event be liable for any direct or indirect damage resulting from any force majeure situation.
- 14.5 Where possible, SieStar shall take measures to prevent and limit (further) damage caused by the force majeure situation. The Customer shall reimburse SieStar for the costs associated therewith upon SieStar's first request.

15. Intellectual property rights

- 15.1 The parties shall grant each other the required cooperation regarding the granting of rights of use of Intellectual Property, if this is necessary for the execution of the offer, agreement and/or order. The Customer acknowledges, does not claim and respects SieStar's Intellectual Property rights. Permitted use of SieStar's Intellectual Property shall never mean transfer of rights. Intellectual Property Rights remain with SieStar at all times.
- 15.2 The Customer guarantees that neither the Performance nor the use of the related documentation infringes any intellectual property rights of third parties. The Customer shall indemnify SieStar and hold it harmless against all costs arising from a claim for infringement of intellectual property rights, or any infringement itself, including but not limited to damages, fines, judicial and extrajudicial costs.
- 15.3 The Customer shall be prohibited from using the SieStar brand in image, logo and writing without SieStar's prior written consent. In the event that SieStar withdraws any permission previously given, the Customer shall remove such expressions from the various carriers within 2 (two) weeks.

16. Termination by cancellation or dissolution

- 16.1 SieStar shall be entitled at any time to terminate all or part of the Agreement prematurely by a date to be determined by SieStar. SieStar shall then cease performance of the Agreement by the notified date. In the event of such termination, SieStar shall only be obliged to reimburse those costs that are directly related to the state of performance of the work.
- 16.2 The Customer shall immediately be in default without prior notice of default in the event of bankruptcy or suspension of payments. SieStar shall in the aforementioned cases have the right to terminate the Agreement with immediate effect by means of extrajudicial dissolution or termination, at SieStar's discretion, and without SieStar being obliged to pay any compensation or damages in this regard..
- 16.3 All claims which SieStar has against the Customer or which still arise in respect of the period up to the end of the Agreement shall be immediately due and payable in full.
- 16.4 After the end of the Agreement, the Customer shall, within 30 (thirty) days, or at least within a period to be mutually determined, return to SieStar or to third parties to be designated by SieStar, at its own expense, all documents, aids and materials of SieStar in

its possession.

17. Creditworthiness Customer

17.1 On request, the Customer shall provide SieStar, before and during the term of the Agreement, with the necessary information about its creditworthiness. If this creates reasonable doubt as to the Customer's timely and correct fulfilment of its obligations under the Agreement and/or if there is a failure by the Customer to perform on time or properly, SieStar shall be entitled to require (additional) security and the Customer shall provide the requested security without delay at SieStar's first request and approval. Breach of this obligation by the Customer shall entitle SieStar to unilaterally dissolve the Agreement in whole or in part without notice of default and without judicial intervention.

18. IT security cq. information security

18.1 Customer warrants that it and its subcontractors:

a) have implemented state-of-the-art technical and adequate organisational measures to secure their computers and networks, against activities, which compromise the confidentiality, integrity and availability of data, computers or networks ('Security Incidents'), and

b) in addition to said measures, appropriate processes and procedures have been implemented to monitor and control the risks related to Security Incidents, and

c) constantly monitors and updates said measures, processes and procedures.

18.2 The Customer shall inform SieStar of any (suspected) Security Incident without delay, but in any case within 4 hours of becoming aware of it himself.

19. Applicable law and choice of forum

19.1 The relationship between the parties shall be governed by Dutch law.

19.2 Disputes that may arise between SieStar and the Customer shall as far as possible be resolved through proper consultation. If the Parties cannot reach a solution, the Parties shall be entitled to bring a dispute before the competent court of the District Court of Zeeland-West Brabant, location Middelburg.

19.3 The applicability of the Vienna Sales Convention 1980 (CISG, or amendments or supplements thereto) is excluded.

20. Final provisions

20.1 These Terms shall enter into force with effect from 15 February 2024.

20.2 Translations of these Terms are for information purposes only. The text of the Dutch version of these Terms is leading for interpretation.

20.3 SieStar has the right to unilaterally amend these Terms. SieStar shall notify the Customer at least one month before the amendment comes into effect.