



Scope of the terms and conditions of contracts

Battery Sphere GmbH provides consulting and/or testing services for their customers (hereinafter referred to as “services”). These general contract terms and conditions govern the provisions for these types of contracts in the following sections.

A delivery obligation of Battery Sphere GmbH and/or the customer only arises upon conclusion of an individual contract in which the subject matter of the business-specific details, as well as the Definition of Done requirements (herein referred to as DOD's) are to be regulated. By concluding an individual contract, the customer expressly acknowledges the applicability of the relevant general contract terms and conditions of the contract.

Consulting services include advising and/or supporting the customer, whereby the customer is in charge of the respective implementation of the results into the customer's business and Battery Sphere GmbH is free of any liability hereof. The consulting services are deemed to have been provided as soon as the Battery Sphere GmbH to the customer was made available or the defined DOD's were delivered to the extent described in the individual contract.

Testing services include the performance and thermal testing of battery cells or components. In the case of such services, Battery Sphere GmbH manages the testing and data analysis of the achieved results in accordance with the fulfillment criteria set out in the individual contract. The testing services shall be deemed to have been rendered as soon as Battery Sphere GmbH has handed over the analyzed results of the battery performance or thermal tests in accordance with the performance criteria specified in the individual contract.

These general terms and conditions and the contract elements mentioned in the individual contract (including Annexes) contain all agreements made on the contractual relationship. Deviating or Special provisions in the individual contract and in its annexes are subject to the present general provisions.

Term of contract

The individual contract becomes effective upon signature by both parties.

The termination of an individual contract in which the provision of a testing service was agreed is not possible before completion without indemnification of Battery Sphere GmbH.

Remuneration/Terms of payment

The fees for the individual services of Battery Sphere GmbH result from the individual contracts. Unless otherwise agreed in the individual contract, they are exclusive of all taxes, fees and charges applicable at the time the contract is concluded. Battery Sphere GmbH reserves the right to make adjustments if these are increased or new taxes, fees or charges are levied after conclusion of the contract.

Battery Sphere GmbH is entitled to change the amount of periodic (recurring) charges and fees as well as the hourly rates for services at the beginning of a new contract year and/or to the beginning of a new calendar year to the changed cost factors such as energy price wage and material costs, taxes, levies and the like.



The mode of payment is regulated in the individual contract. In the absence of a corresponding agreement, Battery Sphere GmbH will charge an upfront payment of 20% upon the official order date (which will be deducted from the final invoice) and invoice the customer on a monthly or annual basis in accordance with the scope of the service. The cost associated with recycling or transporting the tested cells will be invoiced separately.

If the provision of a service at a fixed price was agreed in the individual contract, it shall be based on the principles known at the time the individual contract was signed. If these basics (e.g. change of test duration or max. current in testing projects) should change significantly during the realization of the project, and if this was not foreseeable for Battery Sphere GmbH, Battery Sphere GmbH can demand an adjustment of the fixed price. If the customer causes a delay or cancels an official order, either partially or entirely, a fee will be applied to empty channels. This fee will amount to 50% of the daily rate agreed on in the contract or 50% of the canceled volumes, whichever is applicable, if the channels cannot be filled with other customer projects.

All invoices are due for payment within 30 days of receipt or upfront if agreed to in the individual contract. After 10 days delay of payment, an overdue fee of 2% of the invoiced amount (min EUR 150) can be charged extra.

Default in acceptance

If the customer is in default of acceptance, Battery Sphere GmbH is entitled to store any products in connection with the testing services of Battery Sphere GmbH (e.g. battery cells) in its warehouse or with a third party at the customer's expense and risk or to withdraw from the contract after the unused expiry of a reasonable grace period set for acceptance. In this case, the customer must pay for all services provided by Battery Sphere GmbH.

Warranty

In the case of consulting services, Battery Sphere GmbH are based on their knowledge and experience and apply the appropriate care.

In the case of testing services, Battery Sphere GmbH ensures that the tested data and analyzed results handed over to the customer corresponds to the specifications laid down in the individual contract at the time of delivery. Battery Sphere GmbH will inform the customer in writing of any errors occurring during the testing period agreed in the individual contract, calculated from the time of delivery.

Protection of rights of Battery Sphere GmbH / confidentiality

The customer undertakes to respect all rights of Battery Sphere GmbH (e.g. property, patents, intellectual property, copyrights and rights of use) and to refrain from doing anything that could infringe these rights and vice versa.

Furthermore, the customer and Battery Sphere GmbH undertake to treat all information they receive about each other in the course of the business relationship as confidential and not to use it without the prior consent of the other party or to communicate it to third parties, unless it is generally accessible information.



The confidentiality obligation shall also apply beyond the termination of the contractual relationship.

Battery Sphere GmbH shall not be liable for infringement of industrial property rights if such a claim arises from the use of the services under this contract in connection with services (consulting or testing) which are not supplied under this contract or if an infringement of industrial property rights is attributable to changes to the services by the customer or third parties.

The customer shall be eligible to use the resulting data from Battery Sphere GmbH 's testing services, considered property of Battery Sphere GmbH, at their discretion.

Limitation of liability

The aggregated liability (including its principals, owners, directors, officers, employees or affiliates) relating to or arising under an individual contract, shall not exceed 25.000 € (twenty-five-thousand-euros).

Any further liability, in particular for indirect or consequential damages, such as loss of profit, additional expenses or personnel costs of the customer, unrealized savings, claims of third parties or loss of data, as well as liability for auxiliaries and damages from delayed delivery, is expressly excluded to the extent permitted by law.

The tests are conducted with full adherence to scientific diligence in all respects. It is explicitly emphasized that, notwithstanding the correct execution of the specified test procedure, damage to the test objects may occur. Battery Sphere GmbH disclaims any liability for such incidents.

Limitation and exclusion of liability apply to contractual as well as non-contractual or quasi-contractual claims.

The exclusion and limitations of the foregoing do not apply to any liability resulting from gross negligence and willful misconduct or fraud.

Miscellaneous

As a result of annual calibration and servicing schedules, Battery Sphere GmbH retains the right to temporarily suspend tests if deemed necessary. Battery Sphere GmbH will ensure that such suspensions and rest periods do not compromise the quality of data or the reliability of test results.

The quotation is predicated on the condition that the cells possess an EUCAR hazard level of 4 or below. Any supplementary expenses arising from failure to meet EUCAR hazard level 4 requirements (such as downtime or cleaning work) will incur additional charges.



Place of jurisdiction and applicable law

As place of jurisdiction for any disputes arising from this or in connection with these general terms of contract including individual contracts, the parties agree that the courts at the registered office of Battery Sphere GmbH in Germany shall have exclusive jurisdiction.

Force Majeure

If either the customer or Battery Sphere GmbH is prevented, hindered or delayed from or in performing any of its obligations (except payment obligations) under the individual contracts by a Force Majeure Event (defined herein as an act of God, war, civil disturbance, labor dispute other than of its own employees, pandemic, or other cause beyond its reasonable control, including without limitation, prolonged failures or fluctuation in electrical power, heat, light, air-conditioning or telecommunications equipment, or any other similar cause beyond its reasonable control) and such event is without the fault or negligence of Battery Sphere GmbH and which by exercise of reasonable diligence Battery Sphere GmbH is unable to prevent or provide against then that Battery Sphere GmbH's affected obligations under the individual contracts (except payment obligations) shall be suspended for so long as the Force Majeure Event continues and to the extent that Battery Sphere GmbH is so prevented, hindered or delayed.