

TERMS AND CONDITIONS

Below you will find our terms and conditions version: 2024.01. If you have any questions about the items, please feel free to contact us.

Article 1 – General

1.1 QPOWER, a company dedicated to accelerating the energy transition through innovative product offerings and sustainable energy solutions, operates under these terms and conditions. QPOWER GROUP BV (Chamber of Commerce number 91135966) and its affiliates, including

- QPOWER BV (Chamber of Commerce number 91138272),
- QPOWER PRODUCTS BV (Chamber of Commerce number 9113859),
- QPOWER SERVICES BV (Chamber of Commerce number 91138477),

are all located at Nobelstraat 18, (3846 CG) Harderwijk, the Netherlands. These General Terms and Conditions apply to all entities that fall under QPOWER GROUP BV and are referred to herein as the General Terms and Conditions of QPOWER.

1.2 The customer: any legal entity with which QPOWER has entered into an agreement, or is in negotiations to enter into an agreement, or has received an offer from QPOWER to that effect! The (product) items: QPOWERCHARGER (from QPOWER PRODUCTS BV) and/or the QPOWERSTORAGE (from QPOWER PRODUCTS BV) and/or the POWERFLUXER™ (from QPOWER BV) and/or other products (from QPOWER PRODUCTS BV) and/or services (from QPOWER SERVICES BV).

1.3 These General Terms and Conditions apply to all offers of, every agreement of, and to all legal relationships that are established between QPOWER and a counterparty (hereinafter: Co-Contracting Party). Any deviations from these terms and conditions can only be agreed in writing.

Article 2 – Offers, assignments and agreements

2.1 QPOWER makes offers, accepts assignments and makes agreements on the basis of recent and necessary information provided by the Other Party. QPOWER assumes the correctness of the information provided by the Other Party and is not liable for errors that are based on incorrect information provided by the Other Party. Damage or additional costs as a result of incorrect information will be borne by the Other Party. The liability of QPOWER is limited to the provisions of the policy conditions of QPOWER's liability insurance.

2.2 Offers, assignments and agreements are concluded at the moment that QPOWER has received a quotation and/or agreement signed by the Other Party.

2.3 If one of the provisions in these Terms and Conditions and/or in an agreement is null and void, the other provisions remain in force. QPOWER and the Other Party will replace the null and void clauses with new clauses that are as close as possible to the original clauses.

2.4 These general terms and conditions apply to all offers, quotations and agreements concluded between QPOWER and the customer. Deviations from these terms and conditions can only be agreed in writing.

2.5 All rights and claims, as stipulated in these general terms and conditions and in any further agreements for the benefit of QPOWER, are also stipulated for the benefit of auxiliary persons engaged by QPOWER and other third parties.

2.6 Insofar as the customer's general terms and conditions are declared applicable, they are expressly rejected. A reference by the customer to the applicability of its own general (delivery) terms and conditions is therefore not accepted by QPOWER, unless QPOWER has explicitly indicated in writing that such other terms and conditions will apply. The applicability of such other terms and conditions shall apply exclusively to the respective agreement.

2.7 If different terms and conditions have been agreed with regard to certain subjects regulated in these general terms and conditions, the present general terms and conditions will otherwise remain in force on that agreement.

2.8 If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the remainder of these general terms and conditions will remain fully applicable. QPOWER and the client will then enter into consultation in order to agree on new provisions to replace the null and void or annulled provisions, taking into account the purpose and purport of the original provisions as much as possible.

2.9 If the customer has accepted and accepted and retained (without comment) a quotation or order confirmation from QPOWER, in which reference is made to the applicability of these general terms and conditions, this constitutes a (tacit) agreement to the applicability of these general terms and conditions.

2.10 A customer who has entered into an agreement on the basis of the (current) general terms and conditions of QPOWER, is deemed to have tacitly agreed to the applicability of these general terms and conditions to any subsequent orders placed with or received from QPOWER.

ARTICLE 3 – IMPLEMENTATION

3.1 QPOWER only draws up best efforts obligations and will always try to execute the agreement with due care.

3.2 QPOWER is entitled to suspend its activities if the Other Party does not provide QPOWER with the appropriate and/or timely information reasonably necessary for the performance of the work. QPOWER assumes the correctness of the information provided by the Other Party and is not liable for errors that are based on incorrect information provided by the Other Party. Damage or additional costs as a result of incorrect information will be borne by the Other Party.

3.3 The Other Party is obliged to ensure a safe working environment with regard to the employees of QPOWER and/or third parties engaged by QPOWER. In any case, this includes (but this is not an exhaustive list) the possibility of turning off the entire installation using an isolating switch. If the Other Party is unable to provide a sufficiently safe working environment, it is obliged to report this to QPOWER. Any consequences and/or additional costs as a result of this will be borne by the Other Party.

3.4 If the parties wish to have work carried out by third parties, they will agree to this in writing, unless otherwise stipulated in these General Terms and Conditions.

3.5 All offers and quotations, under whatever name and in whatever form, made by or on behalf of QPOWER, with all data and quotations contained therein, are at all times completely without obligation, unless explicitly stated otherwise in writing by QPOWER. Offers and quotations with a limited validity period are valid for 14 calendar days, unless explicitly stated otherwise in writing by QPOWER.

3.6 The offers and quotations are based on the information provided by the customer at the time of the request.

3.7 If an offer or quotation contains a non-binding offer that is accepted by the customer, QPOWER has the right to revoke the offer or quotation within three working days after receipt of its acceptance.

Article 4 – Prices and invoicing

4.1 Unless otherwise agreed in writing, the prices are inclusive of travel expenses and exclusive of VAT. Payments must be made in EURO by bank transfer to a bank account designated by QPOWER.

4.2 QPOWER is permitted to charge extra costs for additional work. If additional work is required, QPOWER will inform the Other Party of this as soon as possible, including an estimate of the additional costs as far as possible.

4.3 QPOWER reserves the right to index prices for inflation on the basis of the CBS-DPI data (reference date first quarter of the current contract year).

4.4 QPOWER will send an invoice on the basis of the agreement. Invoices must be paid by the Other Party within fourteen (14) days of the invoice date (unless otherwise agreed in writing, for example with a Bank Guarantee). From the fifteenth day onwards, the statutory commercial interest is due. Objections to the invoice must be submitted by QPOWER within the payment term and do not suspend the payment.

4.5 Unless agreed in writing, QPOWER reserves the right to invoice part of the work on the date of signing the agreement and the other part upon delivery of the agreed work. Percentages are agreed upon in the agreement. If the parties agree on a (partial) payment for the works, the initially agreed delivery date in the agreement is leading. Delay and/or advance of the delivery date does not entitle you to postponement and/or rescheduling of payment.

4.6 QPOWER is entitled to suspend the work if an invoice is not paid within the payment term. QPOWER is also entitled to demand an advance on an invoice if it deems it necessary and/or to cancel an order if it reasonably foresees that payment will not be made.

4.7 In the case of a multi-party agreement, all parties are jointly and severally liable for the obligations set out in this article, regardless of to whom the invoice is addressed. Only the Other Party can pay QPOWER with discharging effect. Payments to its employee(s) and/or third parties in any form whatsoever are not permitted and do not release the Other Party from its payment obligation towards QPOWER. The other party cannot settle an invoice.

4.8 An agreement is only concluded after QPOWER has accepted or confirmed the assignment given to it in writing, or after the commencement of the actual execution by QPOWER.

4.9 Changes to the agreement are only effective if they have been agreed in writing or confirmed in writing by QPOWER.

4.10 QPOWER reserves the right to require security from the customer for the fulfilment of the payment obligation at or after entering into the agreement.

4.11 If the customer does not pay within the stipulated period, the customer is automatically in default, without QPOWER having to issue a separate notice of default, reminder or notice of default. In that case, the customer will owe QPOWER compound interest of 1.5% per month on the amount due.

4.12 QPOWER has the right to immediately hand over an unpaid invoice to a third party for collection after the payment term has expired. All costs, both judicial and extrajudicial, for

the collection of the claim(s) are fully at the expense of the customer. The extrajudicial costs are set at a minimum of 15% of the amount due, plus the statutory interest.

4.13 The liability of QPOWER in the event of complaints is limited to the replacement of defective products and does not include any further liability for consequential damage or other liabilities.

4.14 All delivered goods remain the property of QPOWER until the customer has fulfilled all its obligations towards QPOWER. The customer is not permitted to pledge the goods that fall under the retention of title of QPOWER, to transfer them to third parties as security, to sell, dispose of them or to move them to a location other than that agreed. The customer must keep these items separate and clearly identify them as the property of QPOWER. The customer is obliged to ensure that the goods that fall under the retention of title of QPOWER are insured against risks against which insurance is customary (fire, theft, water and storm damage explicitly included) or is considered desirable by QPOWER. In the event of a bankruptcy petition or suspension of payments, a request for debt restructuring or in the event of (precautionary) measures taken against it with regard to goods delivered by QPOWER, the customer is obliged to inform QPOWER of this immediately, so that QPOWER can assert its right of ownership

Article 5 – BESS and amendments

5.1 QPOWER's battery energy storage system, consisting of, among other things, the battery, the electronics, the systems, the security, the infrastructure and the integration on the grid, is called the BESS.

5.2 Installation and commissioning of the BESS and related components made available by QPOWER to the Client's electrical installation shall be carried out by QPOWER or a third party designated by QPOWER. The demarcation points for the plugging in of the BESS by QPOWER have been agreed in the quotation. The actions that must be carried out in order to install and commission the BESS in front of the demarcation point must be carried out by the Other Party prior to the delivery of the battery. QPOWER can perform these services at an additional cost if the parties agree to this in writing. determines whether the adjustments are made by the Other Party sufficiently to safely install and commission the battery system.

5.3 Delay and/or additional costs as a result of insufficient installation for the demarcation point and/or the non-completion of the location of the BESS at the expense and risk of the Other Party. The quality of the BESS may decrease if the BESS is stored for more than three months. Any repairs and/or additional costs for a BESS that has been in storage for more than three months will be at the expense and risk of the Other Party.

5.4 Upon delivery of the BESS, QPOWER transfers all responsibility of the BESS to the Other Party, unless expressly agreed otherwise in writing.

5.5 The Other Party acknowledges that it is the responsibility of the Other Party to investigate whether and when new (significant) power consumers or power generators can be added to the existing connector. QPOWER is not responsible and/or liable for any consequences, additional costs and/or possible damage as a result of new power users and/or generators.

5.6 QPOWER makes estimates of possible savings and the potential for income of the Other Party on the basis of measurements and/or analysis of the energy profile and information provided by the Other Party. If the actual energy profile after installation of the battery differs from the estimate, for example an increase or decrease in load or other usage patterns of large consumers or generators in the electrical installation, then potential savings and/or revenues may vary. The Other Party cannot derive any rights from an estimate made by QPOWER.

5.7 Changes made by the Other Party to the BESS release QPOWER from any form of liability towards the BESS, unless QPOWER has expressly granted written permission for these changes.

5.8 The Other Party manages the BESS in accordance with the applicable standards. By signing the agreement, the Other Party declares that it is familiar with the applicable standards and that it is able to comply with these standards.

5.9 The Other Party is responsible for cleaning the area and surroundings of the BESS in order to increase the life expectancy of the BESS and to reduce the risk of incidents.

5.10 The Other Party shall ensure that all technical and structural fire protection requirements are met and shall take care of the necessary fire protection installation, including (but not limited to) detection, notification, evacuation and extinguishing of the room and surroundings of the battery system in accordance with QPOWER advice and/or applicable laws and regulations if these are stricter than QPOWER advice. This includes (but is not limited to) the periodic inspections and checks of technical, structural and fire protection installations.

5.11 The Other Party is the installation manager (IV'er) for the entire electrical and fire protection installation. The Other Party is fully responsible and liable for inspections and inspections of the entire installation as described in the applicable laws and regulations, including the part of the installation that QPOWER (or a third party designated through QPOWER) installs. This includes (but is not limited to) sizing the installation that is large enough to meet all electricity according to current laws and regulations, meeting the conditions as described in the grid code, and limiting the load inequality phase.

5.12 During the entire period in which the BESS is installed at the Other Party, the Other Party shall ensure that the space and surroundings of the BESS comply with the technical and structural requirements as prescribed by QPOWER and the applicable laws and regulations. Adjustments that are necessary to comply with these requirements, for example in the event of changes in laws and regulations, are at the expense and risk of the Other Party and must be carried out in coordination with QPOWER.

5.13 If QPOWER and the Other Party agree that QPOWER will make use of the local wired internet connection, the Other Party will make this connection available for the entire duration of the agreement. If there are any changes to the internet connection and/or the access point, the Other Party will inform QPOWER of this at least two months in advance. If QPOWER is not informed in a timely manner, all costs for this change will be borne and at the risk of the Other Party.

5.14 QPOWER's BESS has a high uptime. QPOWER cannot guarantee 100% uptime of the BESS. QPOWER cannot be held liable for any damage caused by a non-functional BESS (e.g. production processes, income from energy trading). QPOWER works with a best-efforts obligation to ensure that the BESS is operational as soon as possible. Costs for repairing the BESS will be borne by the Other Party, unless expressly agreed otherwise.

5.15 QPOWER is permitted to use the BESS on the energy trading markets, unless explicitly agreed otherwise.

5.16 The Other Party is liable for the execution and costs of amending the installation and transmission agreement with the grid operator.

5.17 QPOWER is authorised to have work carried out by auxiliary persons or third parties engaged by QPOWER for the execution of the agreement, in particular for delivery and installation work.

5.18 If QPOWER has to carry out the work to be carried out by it or part thereof in a modified manner as a result of a circumstance that is not attributable to it, the parties will enter into consultation to determine the manner of execution. Under no circumstances will QPOWER owe compensation to the customer in such a situation.

5.19 If, after consultation as referred to in the previous paragraph, it appears that this is not reasonably possible in the performance of the work by QPOWER, QPOWER is entitled to require the Client to amend the given assignment in such a way that the execution of the work is feasible. In that case, QPOWER is entitled to full reimbursement for the work it has performed to date.

5.20 With regard to goods delivered by QPOWER, only the warranty provided by the manufacturer applies. The standard manufacturer's warranty is 12 months from the date of delivery, unless otherwise stated. The customer cannot claim any right to warranty if he fails

to comply with any (payment) obligation towards QPOWER. The warranty is void if defects are caused by errors and/or negligence on the part of the customer or third parties engaged by the customer without having been appointed by QPOWER for the execution of the agreement. The warranty does not apply to defects resulting from normal wear and tear, inadequate maintenance, improper use, lack of care, or defects resulting from modifications made by the customer or third parties.

5.21 The warranty does not apply to defects resulting from normal wear and tear, insufficient maintenance, improper use, lack of care or defects resulting from modifications made by the customer or third parties. In order to be able to invoke the warranty, the customer must immediately inform QPOWER in writing of the defects found and provide all cooperation to enable QPOWER to remedy the defects within a reasonable period of time. The customer must provide all necessary documentation, including proof of purchase and serial numbers. If QPOWER has replaced a delivered item during the warranty period, the initial effective date of the warranty will remain valid and such replacement will not result in an extension of the warranty.

5.20 When making a warranty claim, it is the customer's responsibility to follow all warranty claim procedures as set forth by QPOWER. Claims must [be submitted to our info@qpower.group customer service](mailto:info@qpower.group) department within 30 days of discovery of the defect.

5.21 QPOWER reserves the right to refuse warranty claims if the conditions are not met or if the warranty is voided by violation of the warranty limitations, as stated in the manufacturer's warranty. In the event of a justified warranty claim, QPOWER will, unless otherwise agreed in writing, consult with the customer to discuss a new delivery, in which case QPOWER will not be liable for damage to the customer. Complaints do not entitle the customer to suspend the payment obligation.

Article 6 – Data

6.1 The Other Party grants QPOWER permission to read and use all data from the installed products and energy meters in order to ensure that the systems function correctly and safely.

6.2 QPOWER uses data from the product components exclusively for commercial and technical purposes such as monitoring and improving the services and the product, unless explicitly agreed otherwise. If and to the extent that a processing agreement is necessary for the processing of data, the Other Party will cooperate. If this processing agreement is not concluded due to (negligence) on the part of the Other Party and QPOWER is therefore unable to perform the Agreement, this will be at the expense and risk of the Other Party.

Article 7 – Access

7.1 Access to the product parts is limited to QPOWER and third parties engaged by QPOWER. The area and/or surroundings of the PRODUCTS are accessible to QPOWER, third parties designated by QPOWER and designated authorized persons of the Other Party.

7.2 The Other Party shall at all times grant access to the product parts to QPOWER, unless otherwise agreed, and shall provide QPOWER with the necessary keys and/or other means of access by signing the agreement, including (but not limited to) a right of way. Without access, QPOWER cannot and is not obliged to comply with its maintenance and monitoring agreements. If QPOWER is unable to meet its obligations due to limited access, the Other Party will still be obliged to comply with its obligations. The Other Party cannot suspend its obligations as a result of QPOWER's actions as a result of limited access.

Article 8 – Termination

8.1 If the Other Party terminates the offer, agreement and/or assignment prematurely, in whole and/or in part, it will indemnify and indemnify QPOWER against all costs and/or damage (direct and indirect) and/or loss of profit as if the agreement had been fully executed.

8.2 At the request of the Other Party, QPOWER will take care of the disposal and recycling of the BESS according to the best available techniques. Any costs for removal and recycling of the BESS shall be borne by the Other Party.

Article 9 – Warranties and services

9.1 The warranty period in years on a BESS is agreed in the quotation or agreed in a separate service level agreement with QPOWER. The warranty period starts on the day of delivery of the BESS components and/or systems by a QPOWER supplier to QPOWER (e.g. date of bill of load, shipping note).

9.2 QPOWER will always transfer the product warranty of a supplier to the Other Party. QPOWER never gives more guarantees than the manufacturer's product warranty.

9.3 The Other Party enters into a service and monitoring contract (O&M) with QPOWER for the extension of the warranty period in order to enforce guarantees. If the Other Party fails to comply with the obligations under the contract for remote monitoring, all claims to any warranty will lapse.

9.4 During the warranty period, defective parts will be replaced free of charge, as long as the defect is not the result of clause 10.1. Necessary labor to replace the defective part is not part of the warranty and will be charged later.

9.5. The Other Party will have preventive and corrective maintenance carried out by QPOWER in order to maintain its warranty. The invoicing of this maintenance will be charged by QPOWER afterwards. QPOWER charges an hourly rate of € 100 on weekdays, € 150 in the evenings/nights/weekends, € 200 on Sundays and public holidays (excluding VAT). If the Other Party does not have the maintenance carried out by QPOWER and/or makes unauthorized changes to the BESS, all claims to any warranty will lapse.

9.6 The Other Party has the right to take care of the BESS at its own expense and responsibility.

9.7 The delivery times are indicative and are never a deadline. If, due to circumstances, QPOWER is unable to deliver and install on or within the set delivery period, QPOWER will inform the customer as soon as possible, if possible, stating the new delivery period. Exceeding the agreed delivery period does not entitle the customer to dissolve the agreement in whole or in part, nor does it entitle him to any compensation. Goods are considered to have been delivered as soon as they are received by the customer at the agreed place.

9.8 From the moment that the goods delivered by QPOWER have reached the customer's location, these goods are entirely at the expense and risk of the customer. Goods delivered from the factory/warehouse are transported at the expense and risk of the customer. QPOWER is never liable for any damage whatsoever insofar as it is related to the transport. The customer is obliged to take out adequate insurance against any risks in this regard.

9.9 All transport costs and ancillary costs, including but not limited to insurance, taxes, levies, shipping costs, handling costs and the like, are at the expense of the customer. QPOWER is allowed to deliver the sold goods to the customer in parts. If the goods are delivered in parts, QPOWER is entitled to invoice each part.

9.10 The Client is obliged to take delivery of the goods sold by QPOWER at the time they are delivered to it by QPOWER, or at the time that they are made available to it by QPOWER for the first time in accordance with the agreement. If the customer refuses to accept the delivery or fails to provide the information or instructions necessary for receipt or delivery, these items will be stored at the customer's risk, at the discretion of QPOWER. In that case, the customer will owe all additional costs, including storage and handling costs, to QPOWER. The stipulation that delivery times are indicative and not fatal is common practice and avoids unnecessary conflicts in the event of delays.

Article 10 – Exceptions to warranties and services

10.1 Defects that are not covered by the services and/or warranty and are therefore charged in full, including labour and materials, are:

- Interference due to no or no correct electrical voltage;
- Failure of the installation components caused by lightning, freezing, fire, or other external causes;
- Failure due to improper operation of the BESS and switches and fuses by persons not designated by QPOWER;
- Failure due to a faulty room thermostat and/or heat controller;
- Failure due to changes to the BESS that negatively affect the proper functioning of the installation and are not made by QPOWER;
- Failure due to failure to carry out the necessary repairs and/or maintenance advised by QPOWER.

10.2 Call-out costs may be charged if QPOWER does not have proper access to a service address after making an appointment and the Other Party has not informed QPOWER about this in advance. These costs are € 250 (excluding VAT) per call.

Article 11 – Force majeure

11.1 If, due to force majeure, QPOWER is unable to perform the agreement on time or at all, QPOWER has the right to suspend the works and/or suspend the works until the force majeure situation has passed. 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, weather conditions, natural disasters, nuclear disasters, government rules and regulations, import, export and transit problems, non-payment of QPOWER's (sub)suppliers that are not attributable to QPOWER, not available components, computer and software failures, power, telephone, utility, internet and/or network failures, hacking, virus attacks, and all other circumstances under which QPOWER cannot reasonably be expected to (timely) comply with its obligations under the Agreement.

11.2 If performance of the Agreement is permanently impossible due to force majeure, the Other Party and QPOWER will endeavour for twelve weeks to resolve the Force Majeure so that the Agreement can still be fulfilled. If the execution of the Agreement cannot be continued within these twelve weeks, both QPOWER and the Other Party have the right to terminate the Agreement by means of a written notification stating the reasons.

11.3 In the event of 11.2, QPOWER and the Other Party will cooperate in determining the actual state of the work and the time of termination and the consequences that the termination has for the mutual execution of the Agreement. On the basis of this record, a final statement is drawn up. If one of the parties has paid an amount higher in advance than the status of the work on the date of the recording, the Party will refund the excess amount within 14 days.

11.4 QPOWER is in no way liable for any direct and/or indirect damage resulting from force majeure.

11.5 QPOWER will take all necessary measures to prevent and limit (further) damage caused by Force Majeure. The Other Party will reimburse QPOWER for the costs associated with this at the first request.

Article 12 – Liability

12.1 The liability of QPOWER is limited to the provisions of this article. QPOWER or persons engaged by QPOWER are excluded from any liability for direct or indirect damage incurred during or as a result of the execution of the agreement, or as a result of defects in goods delivered by QPOWER. Indirect damage includes, but is not limited to, trading loss, loss of profit, immaterial damage, loss of interruption, consequential damage (including to third parties) and other forms of financial loss. This also includes claims by third parties in the broadest sense of the word. Any claims for damages must be submitted within 14 days of the damage occurring. If a claim is not filed within this period, the claim will be forfeited.

12.2 Insured liability: In the event of liability on the part of QPOWER, only damage for which QPOWER is insured will be compensated. If QPOWER is found liable for any damage suffered by the Other Party, this liability will always be limited to the maximum product value of the product item. A series of related events is considered a single event. QPOWER can only be held liable for direct damage. Indirect and/or consequential damage is excluded at all times. If QPOWER is found liable for any damage as a result of a defective product item, the liability is always limited to the maximum amount and only in accordance with the policy conditions of QPOWER's insurer, being equal to the insured value up to a maximum of € 5,000,000 (five million euros).

12.3 Notice of default: QPOWER can only be held liable for an attributable shortcoming in the execution of an agreement after the customer has given QPOWER written and proper notice of default, setting a reasonable period to remedy the shortcoming. QPOWER is not liable for

any damage to the product item caused by vandalism, fire, weather conditions and/or violence and/or fault or gross negligence on the part of the Other Party.

12.4 Force majeure: QPOWER is not liable for damage as a result of force majeure.

12.5 Incorrect or incomplete data: QPOWER accepts no liability for damage resulting from incorrect or incomplete data provided by the customer.

12.6 Improper use and storage: The customer cannot hold QPOWER liable for damage caused by improper use and/or improper storage (storage) of delivered goods that are contrary to the instructions of QPOWER. The same applies if the damage is caused by errors, inaccuracies or defects in data that have been provided and/or prescribed to QPOWER by or on behalf of the customer.

12.7 Indemnification: The customer indemnifies QPOWER against claims for damages from third parties that are brought against QPOWER with regard to the goods delivered by QPOWER or the services provided by QPOWER.

12.8 Liability period: In all cases in which QPOWER is liable, the right to compensation lapses if this right is not exercised within six months after the damage occurred. The parties will take all necessary measures that may reasonably be expected of us to limit and/or prevent any damage. The provisions of this article also apply to the personnel of QPOWER and third parties engaged by QPOWER in the execution of this agreement.

12.9 Liability of third parties: If QPOWER engages third parties, such as installers or subcontractors, for the performance of the agreement, the customer agrees that any liability issues relating to those third parties will be handled directly between the customer and those third parties. QPOWER will make every effort to support the customer in such matters, but accepts no liability for the acts or omissions of third parties.

Article 13 – Other

13.1 The parties shall provide each other with the necessary cooperation with regard to the use of each other's intellectual property if this is necessary for the execution of this agreement. The Other Party acknowledges and respects all Intellectual Property Rights of QPOWER.™ The permitted use of any intellectual property of QPOWER never means transfer of these rights. Intellectual property of QPOWER remains intellectual property of QPOWER.

13.2 The Other Party is obliged to keep all confidential information of QPOWER confidential.

13.3 With regard to the execution of the agreement, QPOWER complies with the GDPR and therefore only processes personal data that is necessary for the execution of the agreement. The Other Party is obliged to maintain the standards of the GDPR and to share its privacy policy with QPOWER if QPOWER so requests.

13.4 It is permitted to change these terms and conditions unilaterally. QPOWER will inform the Other Party of this with a notice period of one month. If the Other Party is a natural person, not in the capacity of a profession and/or company, and a change results in a change in the provision of services that differs in the essence of the service, the Other Party has the right to terminate the agreement with effect from the date that the amended terms and conditions apply.

13.5 The English version of the General Terms and Conditions is a translation of the Dutch version. In the event of a conflict, the Dutch version shall prevail.

Article 14 – Confidentiality

14.1 QPOWER and the Client undertake to maintain strict confidentiality of all confidential information that they have obtained from each other or from other sources in the context of the Agreement. This includes, but is not limited to, technical specifications, know-how, trade secrets, financial data and other confidential information directly or indirectly related to the agreement.

14.2 Information is considered confidential if it has been reported as confidential by the other party or if this arises from the nature of the information. Both parties undertake to maintain the confidentiality of such information during and after the term of the agreement.

14.3 The Client acknowledges and agrees that it may be required to separately sign a non-disclosure agreement (NDA) with QPOWER in order to protect the confidential information, as described above. Failure to comply with confidentiality obligations, including signing an NDA if required, can result in legal action and liability for damages.

Article 15 – Industrial and intellectual property

15.1 All rights relating to industrial or intellectual property relating to the goods supplied or developed or used by QPOWER shall remain the express and exclusive property of QPOWER. The exercise of these rights remains expressly and exclusively reserved to QPOWER, both during and after the execution of the agreement, unless otherwise agreed in writing.

15.2 All copyrights and intellectual property rights relating to descriptions, designs, models, images, quotations and the underlying information are and remain the exclusive property of QPOWER. The customer is expressly forbidden to copy, display, make available or in any way provide these documents to third parties without the prior written consent of QPOWER.

Article 16 – Prohibition of reverse engineering

The customer is expressly forbidden to apply Reverse Engineering to the delivered goods and/or to disassemble the delivered goods. In the event of a violation of this prohibition, the customer is obliged to pay an immediately due and payable penalty as stipulated in a separate agreement or, in the absence thereof, as reasonably determined by QPOWER.

Article 17 – Prohibition of resale

17.1 The customer undertakes not to resell the delivered goods to third parties without the prior written consent of QPOWER. Customer acknowledges that QPOWER has the right to grant or deny such permission at its sole discretion.

17.2 Customer understands that the resale of the items to third parties may be restricted in specific geographical regions, as specified in writing by QPOWER. The customer undertakes to strictly comply with these restrictions.

Article 18 – Powerfluxer™ penalty clause

In case of violation of the provisions regarding intellectual property, Reverse Engineering, breaking open sealed parts of the generator or resale or other relevant clauses, the customer will immediately pay QPOWER a fine of €10,000,000,-, without prejudice to QPOWER's right to claim further compensation based on actual damage suffered.

Article 19 – Transfer of rights

The customer is not permitted to transfer the customer's rights arising from offers and quotations of QPOWER and from agreements with QPOWER to third parties without the prior written consent of QPOWER.

Article 20 – Personal data

20.1 QPOWER asks the customer for personal data. QPOWER uses this data for the execution of the agreement, for risk management and for marketing purposes. The personal data is processed in accordance with the provisions of the General Data Protection Regulation (GDPR).

20.2 By entering into the agreement, the customer agrees to the processing of personal data by QPOWER. The customer may revoke this consent at any time, except insofar as this would make the execution of the agreement impossible. This also applies to agreements

between QPOWER and the customer. The Privacy Statement is part of these terms and conditions.

Article 21 – Applicable law and forum

14.1 All Agreements with QPOWER are governed by Dutch law.

14.2 The possibility of filing a legal claim or bringing any dispute by the customer with regard to or in connection with the agreement between the parties expires after 6 months after the customer was or could have been aware of the reason for this.

14.3 If disputes between the Parties cannot be resolved, the Parties shall apply to the competent Dutch court in 's-Hertogenbosch.

14.4 These General Terms and Conditions are also stated on our website: www.qpower.group