

I) Scope of Application

- 1 These General Terms and Conditions of Sale and Delivery (hereinafter "**GTC**") shall apply—unless expressly agreed otherwise—to all deliveries of goods and/or services (collectively "**Deliveries**") by **TENKA Power GmbH** (FN 629340a, hereinafter "**TENKA Power**") to entrepreneurs within the meaning of § 1 of the Austrian Consumer Protection Act (hereinafter "**Customer**" or collectively with TENKA Power, the "**Parties**").
- 2 Conflicting or deviating terms and conditions of the Customer are not recognized and are hereby expressly rejected.
 - Any agreements deviating from these GTC must be documented in writing.
 - In an ongoing business relationship, these GTC shall also become part of the contract even if TENKA Power has not explicitly referred to their inclusion in an individual case.
- 3 In the event of contradictions between a written offer (including price lists and product descriptions) and the GTC of TENKA Power, the former shall take precedence in the order mentioned. The individual written offer thus supersedes all other contractual elements.
- 4 Provisions originating from the Customer shall only become effective if TENKA Power explicitly accepts them with a supplementary note (e.g., "GTC accepted"). Otherwise, TENKA Power expressly objects to the inclusion of the Customer's terms. The mere acceptance of the Customer's performance descriptions or offers by TENKA Power does not constitute acceptance of the Customer's terms, even if such terms include clauses such as "Our GTC apply."

II) Offers and Conclusion of Contract

- 1 All offers by TENKA Power (individual offers, catalogs, sales documents, etc.) are non-binding unless expressly designated as binding.
- 2 An order shall be deemed accepted and the contract concluded when TENKA Power confirms the order in writing or text form (e.g., via email) or executes the delivery within the specified period; in the latter case, the delivery note or invoice shall serve as order confirmation.

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- 3 Oral side agreements shall only become effective if confirmed by TENKA Power in text form.
- 4 If TENKA Power becomes aware of circumstances (e.g., payment delays in prior deliveries) after contract conclusion that cast doubt on the Customer's solvency, TENKA Power is entitled to withhold performance and demand payment against delivery or adequate security. In case of refusal or unsuccessful expiry of the deadline, TENKA Power may rescind the contract.

III) Scope of Services, Additional Services

- 1 The scope of services is limited to the expressly agreed delivery of the specified goods and any agreed additional services.
- 2 Advisory or planning services are not part of the contract unless expressly agreed otherwise. Construction, foundation, roofing, assembly, or commissioning work is solely the Customer's responsibility. TENKA Power recommends having installation and commissioning performed by an authorized electrical contractor.
- 3 TENKA Power is not liable for contracts offered or concluded in the name and on behalf of third parties (e.g., Tenka Solar).
- 4 Terms such as "guaranteed properties" or "guaranteed performance" merely describe agreed quality and performance features and do not constitute independent guarantees or warranties. No liability or warranty is assumed for advertising claims by third parties.
- 5 Partial or additional deliveries may always be invoiced separately.

IV) Delivery, Delivery Delay, Transfer of Risk

- 1 Unless otherwise agreed, delivery shall be made **FCA** (Incoterms 2022) to the agreed destination. If delivery of the goods is agreed, the goods shall be deemed accepted upon delivery to the agreed address; otherwise, upon provision at the place of performance, which is deemed agreed as Bahnhofstraße 36, 4802 Ebensee. Service and regulatory performances shall be deemed accepted upon actual provision. As a special customer service, TENKA Power organizes transport on behalf of the Customer. The risk of transport/delivery is borne by the Customer. TENKA Power only covers standard transport packaging; all additional costs (insurance, special packaging,

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individual shipments, etc.) are borne by the Customer.

- 2 Unless a fixed-date transaction is agreed, delivery periods are non-binding estimates; the minimum delivery period is 14 days. It begins after clarification of all execution details and receipt of agreed advance payments/securities. The Customer may only rescind the contract due to delivery delay after setting a reasonable grace period of at least eight weeks. Rescission must be declared via email to the official address: office@tenkapower.com. Minor delays must be accepted by the Customer without granting a right of rescission or claim for damages.
- 3 The right of rescission applies only to the part of the delivery or service affected by the delay.
- 4 Upon provision of the delivery at the agreed location and notification to the Customer, the risk transfers to the Customer, and the delivery period is deemed complied with.
- 5 If delivery is delayed at the Customer's request or due to their fault, the goods shall be stored at their cost and risk; agreed delivery and payment deadlines shall be extended accordingly.
- 6 Partial or complete deliveries at TENKA Power's discretion are permissible unless otherwise agreed.
- 7 Deliveries are subject to foreign trade and export restrictions (embargoes, licensing requirements, etc.).
- 8 Force majeure events (e.g., strikes, riots, official measures, pandemics, war, transport shortages) release TENKA Power from its performance obligations for the duration and scope of their impact and extend delivery periods reasonably.
- 9 Packaging material will only be taken back or reimbursed if legally required or agreed in writing.

V) Prices and Payment

- 1 All prices are net prices plus statutory VAT.
- 2 In case of installment payments, default occurs if even one installment is late or incomplete. Upon default, the entire outstanding balance becomes immediately due. TENKA Power may take

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possession of goods delivered under retention of title and charge storage fees until full payment of all claims, including ancillary costs.

- 3 Fees, duties, or other charges related to the delivery are borne by the Customer.
- 4 Unless otherwise agreed, the purchase price is due upon order confirmation, at the latest before delivery. Any cash discounts require full settlement of all due claims.
- 5 In case of payment delay, all outstanding claims become immediately due; TENKA Power may revoke granted payment terms and demand default interest of 5% above the 3-month EURIBOR p.a., as well as necessary collection and legal enforcement costs.
- 6 Cost estimates and indicative prices are provided in good faith but without warranty. For cost overruns up to 15%, TENKA Power may invoice without further ado; higher overruns require price negotiations.

VI) Acceptance Obligation

- 1 The Customer must accept the ordered delivery at the agreed date or—if no date is specified—at a date announced at least one week in advance.
- 2 If the Customer is in default of acceptance, the risk transfers, the warranty period begins, and the Customer bears storage and maintenance costs; TENKA Power may demand immediate payment of the full purchase price.
- 3 TENKA Power is entitled to rescind the contract after a reasonable grace period and demand a contractual penalty pursuant to Section VII.2. A grace period of one month is deemed reasonable.
- 4 If the Customer fails to perform properly or on time, or if overdue obligations from prior transactions exist, TENKA Power may refuse to hand over the goods.

VII) Cancellation and Rescission

- 1 The Customer has no right to unilaterally cancel confirmed orders.

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- 2 If TENKA Power agrees to a cancellation or rescinds pursuant to VI.3, it may demand a contractual penalty of 10% of the purchase price (incl. VAT and ancillary costs) for the canceled delivery.
- 3 Repeated or regular consent to cancellations does not establish a business practice.

VIII) Notice of Defects, Warranty, Error

- 1 The warranty period is 6 months from shipment/provision of the goods. Wear-and-tear parts are excluded.
- 2 Warranty claims must be asserted in court.
- 3 The existence of defects and the time of their discovery must be proven by the Customer. § 924 of the Austrian Civil Code (ABGB) does not apply.
- 4 Defects must be notified immediately (within 6 days at the latest), specified, and submitted in writing. Hidden defects must be reported immediately after discovery. Failure to notify defects in time constitutes acceptance of the goods, excluding warranty, damages, or error-based rescission claims.
- 5 TENKA Power may choose the type of warranty (repair, replacement, price reduction, or rescission). The Customer must make the goods available for inspection or return them at their own cost and risk.
- 6 After remediation/repair/replacement, the warranty for the replaced/repared part extends for 120 days, at least until the original 6-month period expires.
- 7 No warranty claims exist for improper use or unpaid invoices. § 933b ABGB does not apply.

IX) Retention of Title

- 1 TENKA Power retains title to delivered goods until full payment of the purchase price.

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- 2 The retention of title extends to all delivered goods, including those resulting from processing, mixing, or combination.
- 3 The Customer must treat the goods with care and insure them against theft, breakage, fire, and water at their own cost.
- 4 Resale of goods under retention of title requires TENKA Power's express consent. In case of resale, the Customer assigns all claims from the resale to TENKA Power, which accepts the assignment.
- 5 For multiple claims, payments by the Customer shall first be allocated to claims not secured by retention of title.

X) Liability/Damages

- 1 TENKA Power is only liable for damages in cases of intent or gross negligence. For slight negligence, liability is limited to personal injury. Claims expire 6 months after the Customer becomes aware of the damage and the liable party. The Customer must prove fault and its degree.
- 2 Liability for slight negligence is capped at EUR 20,000.
- 3 No liability exists for indirect damages, lost profits, interest losses, unrealized savings, consequential damages, third-party claims, or data/program loss.
- 4 Recourse claims under product liability laws are excluded unless the claimant proves the defect originated in TENKA Power's sphere and was at least grossly negligent.
- 5 TENKA Power only ensures that its services are not inherently unlawful.
- 6 TENKA Power has no obligation to verify whether its services infringe third-party rights or result from the Customer's intended use.
- 7 The Customer must conduct such legal reviews or engage legal experts.

8 Any agreed penalties are subject to judicial moderation. Claims for damages exceeding the penalty are excluded.

9 Liability limitations also apply to claims alongside or instead of warranty.

XI) Exclusion of Challenge due to reduction of more than half

1 The right to rescind due to excessive detriment (Challenge due to reduction of more than half) is excluded for all deliveries of goods and/or services to the Customer.

XII) Compliance

1 The Customer commits to legal compliance, anti-corruption, anti-money laundering, no child labor, and protection of employees and the environment.

2 The Customer declares it is not a sanctioned party; any change must be notified immediately. TENKA Power may then rescind without notice and demand a 10% penalty of the gross order value.

3 The Customer must ensure traceability for potential product recalls.

XIII) Confidentiality, non-solicitation

1 The Customer shall protect TENKA Power's business and trade secrets, unless:

- Already known without confidentiality obligations,
- Publicly available,
- Lawfully disclosed by third parties without confidentiality,
- Independently developed, or
- Legally required to disclose.

2 Confidentiality obligations survive the contract indefinitely and extend to employees and agents.

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- 3 The Customer irrevocably commits to secrecy for 3 years post-business relationship or post-offer. Information is to be used only on a "need-to-know" basis.
- 4 Breaches incur a penalty of EUR 10,000 per violation, plus potential damages.
- 5 The Customer shall not solicit TENKA Power's customers or employees for 3 years post-contract. Violations incur a penalty of EUR 25,000 per breach, plus damages.

XIV) Jurisdiction and Applicable Law

- 1 Exclusive jurisdiction for all disputes lies with the competent courts at TENKA Power's seat. TENKA Power may also sue at the Customer's general jurisdiction.
- 2 The contract is governed by Austrian law, excluding international conflict rules and the UN Sales Convention.

XV) Miscellaneous

Severability Clause

If any provision is invalid or unenforceable, the remainder remains valid. The Parties shall replace the invalid provision with one that closely reflects its intent.

Set-Off and Retention

No set-off against TENKA Power's claims or right of retention is permitted

Subcontractors

Use of subcontractors, especially for transport, is always permitted. Third-party services are not TENKA Power's agents.

Export

Export of goods may require approvals under Austrian or foreign laws. The Customer must obtain all necessary licenses.

Reference

TENKA Power may reference the Customer in its marketing materials unless objected to in writing.

Assignment Ban

The Customer may not assign rights under the contract without TENKA Power's consent. TENKA Power may transfer the contract to an affiliated company, which assumes all rights and obligations.