

GENERAL CONDITIONS OF SALE OF AMPERE POWER ENERGY, S.L.**Article 1.- Purpose**

This document establishes the General Conditions of Sale and Service Provision (hereinafter, the "GCS"), that shall regulate any commercial transaction between the commercial COMPANY AMPERE POWER ENERGY, S.L. (hereinafter, "AMPERE") and the CLIENT, and shall automatically become a Contract between the parties, beginning to govern from the moment of acceptance of an Offer by the CLIENT, and it shall remain in force for the duration of the entire commercial relationship between AMPERE and the CLIENT. That is, the fact of accepting an Offer implies the prior awareness and the express and unreserved acceptance by the CLIENT of these General Conditions of Sale, which shall govern in all their terms, unless otherwise expressly stated in the Acceptance of the Order, in which case these shall govern as a priority.

It is considered that these GCS have been communicated to the CLIENT from the moment they are informed about the website where they are located, or if the CLIENT received them in the course of their commercial relationship with AMPERE. The latter reserves the right to modify these GCS. Last revised: September 2021.

These GCS shall be valid unless there is an agreement between AMPERE and the CLIENT which expressly includes special conditions in the Acceptance of an Order.

Hereinafter, AMPERE and the CLIENT shall be jointly referred to as "the Parties".

As used in these GCS and in any Order or Offer, the following words shall have the following meanings:

"Offer": An offer document to supply the Product provided by AMPERE and addressed to the CLIENT which includes the technical characteristics of the same, as well as its number, prices, delivery time and validity.

"Acceptance of Offer" or "Order": A document in which the CLIENT accepts AMPERE's Offer under the conditions established in the Offer and in accordance with these GCS, and whereby every request or order for the Product made by the CLIENT to AMPERE, in accordance with these GCS, is also formalised.

"Order Acceptance": A document in which AMPERE accepts the Order or Acceptance of the Offer made by the CLIENT, under the conditions established in the Offer and in accordance with these GCS. The contract shall be understood to have been concluded at the moment at which Ampere communicates to the CLIENT the Acceptance of the Order.

"Product": A set of AMPERE goods whose technical characteristics are established in the AMPERE Supply Offer (Energy Storage System, Energy Monitoring and Control System or Electric Vehicle Charging System). AMPERE reserves the right to make changes to the quality of the materials or the Product's configuration, provided that the changes do not affect the Product's warranty and operation.

"Business day": means any day (other than Saturday or Sunday) that is not a public holiday in the city of Valencia.

Article 2.- Entry into Force and Duration

The GCS shall begin to take effect from the moment the Offer is accepted by the CLIENT and shall remain in force for the duration of the commercial relationship between AMPERE and the CLIENT, established in the Offer.

Article 3.- Contracting process: Offers and Orders

AMPERE shall send or communicate to the CLIENT its Product Supply Offer, with the technical characteristics of the same, as well as its number, price, delivery time and validity.

The CLIENT shall proceed, where appropriate, to accept said OFFER and to record in the same document the specific Order or product request in accordance with these GCS.

The acceptance of the Offer and the Order by the CLIENT must be made in writing, via Fax or email.

The acceptance of an Offer by the CLIENT implies the acceptance of these GCS, which must be understood to be incorporated into every Offer and every Order Acceptance, even if no express reference was made to them in said documents, so any terms, conditions and special specifications included or attached to the CLIENT's Order shall not be effective or valid, unless they have been included in the Acceptance of the Order by AMPERE.

Orders made by any CLIENT shall imply a firm purchase commitment from the latter, although they shall not be understood to be accepted by AMPERE so long as it does not communicate its Acceptance of the Order in writing, via Fax or email.

Where there is an agreement, AMPERE shall communicate to the CLIENT its Acceptance of the Order made by the CLIENT under the conditions set out in the Offer and in accordance with these GCS, unless the parties agree on a special condition that in any case must be expressly included in the Acceptance of the Order.

Article 4.- Delivery, Transport and Reception Times

The delivery times set out in the Offer shall be understood as indicative. Therefore, specific delivery times shall be confirmed by AMPERE with the Acceptance of the Order and shall begin to count from the business day following the date on which the CLIENT received the Acceptance of the Order.

AMPERE shall not incur any penalty, sanction, or obligation to pay compensation for unforeseen and duly justified situations impeding the timely delivery of the Order. In particular, it shall not incur any penalty in cases of delay in the delivery of the Order as a result of a delay or lack of supply, by AMPERE's suppliers, of the components necessary for manufacturing the Product.

By default, the delivery of the Product to the CLIENT must be made at the EXW factory (Puzol), in accordance with the Incoterms in force on the date of Acceptance of the Order, which is why the Prices set in these GCS do not include transport, loading and unloading, and insurance to the delivery address.

The CLIENT shall have the right to cancel the Order placed, only in the event of a clear breach by AMPERE, in terms of the delivery time of the entire Product, and only if this failure to deliver within the set period (i) is not remedied within a reasonable time; or (ii) is not justifiable in accordance with the provisions of these GCS. Likewise, AMPERE reserves the right to extend the Product's delivery period during any period in which the CLIENT is in a situation of breach of any obligation contracted with AMPERE, without prejudice to the right to terminate the Acceptance of the Order in accordance with the provisions of these GCS.

The CLIENT shall be obliged to check, immediately, the condition of the Product received. Where the Products are, in whole or in part, damaged, the CLIENT must communicate this in writing to AMPERE within a maximum period of forty-eight (48) hours, expressly indicating the defects detected. After this period, the Product shall be understood to have been accepted by the CLIENT.

If within the abovementioned period the CLIENT informs AMPERE of a significant defect in the Product received, AMPERE may choose to repair or replace the Product or accept the return of the same.

AMPERE may make partial deliveries and invoice such deliveries separately. Such partial deliveries shall not exempt the CLIENT from its obligation to purchase the remainder of the Order.

Article 5.- Price and Payment Terms

The Product's price shall be confirmed in the Acceptance of the Order by AMPERE. The above-mentioned price shall always be understood AS EXW, excluding taxes, additional packaging, and transport, among other things, unless the Parties agree, in writing, to set other conditions and these are expressly included in the Acceptance of the Order.

One hundred percent (100%) of the payment of the price shall be made, by bank transfer or in cash, at the time the Product is shipped by AMPERE.

All payments must be made in Euros.

The invoice shall be issued once the amount is deposited in AMPERE's bank account.

The Product shall remain the property of AMPERE until the CLIENT has fulfilled all its obligations arising from the commercial relationship and all amounts owed by the CLIENT in relation to the corresponding Order Acceptance or other previous Order Acceptances have been paid in full by the CLIENT to AMPERE, including, where appropriate, loss and damages, costs, late payment surcharges or any other amounts owed by the CLIENT to AMPERE.

AMPERE shall inform the CLIENT, via fax or mail, about the products availability for delivery following its manufacture. The CLIENT undertakes regarding AMPERE to pay the price within a

maximum period of **FORTY-EIGHT (48) hours** from the receipt of the notice of the Product's availability. Should it fail to do so, AMPERE shall be entitled to store said Product in a warehouse at the CLIENT's expense and risk, as well as to demand payment for it, including storage costs, as if it had actually been delivered. If within five (5) calendar days from the end of the preceding 48-hour (48) period the CLIENT has not proceeded to pay for the Product, AMPERE shall be entitled to freely dispose of it, remaining committed, however, to the supply of the Order set out in the "Acceptance of the Order" document within thirty (30) calendar days from the date payment for the Product is made by the CLIENT.

Where there is a payment delay, the amounts due by the CLIENT shall accrue, without the need for a prior demand, an annual interest of the EURIBOR in force at maturity increased by five (5) percentage points. Additionally, the CLIENT undertakes to pay the costs covered by AMPERE to collect the overdue amount.

Article 6.- Warranties

This warranty shall apply in cases where the Product has hidden defects or defects that have become apparent after delivery of the same and which render it unfit to perform the functions for which it was manufactured, with the limitations and exclusions contained in the conditions set out in every warranty document.

Hereinafter, "CLIENT" shall be understood as meaning the natural or legal person who acquires the Product directly from AMPERE or through an authorised distributor or installer of the same for the use for which it was manufactured, that is, as an Energy Storage System, Energy Monitoring and Control System or Electric Vehicle Charging System, all this in accordance with the Product's technical specifications.

AMPERE shall provide the CLIENT with the corresponding warranty with the delivery of the invoice. This warranty shall also be available on the AMPERE website (www.ampere-energy.com).

PRO and T-PRO Product Warranty: AMPERE provides the CLIENT with a Product Warranty and a Performance Warranty. The Product Warranty and the Performance Warranty are hereinafter collectively referred to as the "Warranty".

Product Warranty

AMPERE warrants that the Product (not its installation) shall be free from material and manufacturing defects for a period of 5 years from the date on which the CLIENT acquires the Product, although it shall have a maximum duration of 5 years and three months from when the Product is sent to an authorised distributor or installer from AMPERE's factory.

Performance Warranty

The Performance Warranty applies to the Battery Module built into the Product.

AMPERE guarantees the CLIENT that the Battery Module built into the Product can provide, during a single complete discharge cycle, for 10 years from the date on which the CLIENT acquired the Product, a useful energy equal to at least 70% of the initial useful capacity. However, this warranty is limited to a maximum period of 10 years and 3 months from when the Product is shipped from AMPERE's factory.

The initial useful capacity of the Battery Module is:

- 3 kWh: Sphere S 3.3, Square S 3.3 (PV)
- 6 kWh: Sphere S 6.3, Square S 6.3 (PV), Square S 6.5 PV, Square PRO 6.3 (PV), Square PRO 6.5 PV, Tower M 6.3 (PV), Tower M 6.5 PV, Tower M PRO 6.3 (PV), Tower M PRO 6.5 PV.
- 12 kWh: Tower S 12.3 (PV), Tower S 12.5 PV, Tower PRO 12.3 (PV), Tower PRO 12.5 PV, T-PRO 12.
- 18 kWh: T-PRO 18
- 24 kWh: T-PRO 24
- 30 kWh: T-PRO 30
- 36 kWh: T-PRO 36

The term useful capacity describes the amount of energy that can be used from the Battery Module when it is fully charged, that is, the amount of energy it could supply in a full discharge cycle.

SEMS ONE Product Warranty: AMPERE provides a Product Warranty. Ampere guarantees that the Product (not its installation) shall be free from material and workmanship defects for a period of 3 years. The warranty period begins on the date the CLIENT purchased the Product (invoice date).

Notwithstanding the above, where the Product is purchased through an authorised distributor or installer, the warranty period shall be 3 years and six months from the date on which the Product was sent to the distributor or installer from the Ampere factory.

E-Loop Charger Warranty: AMPERE provides a Product Warranty. Ampere guarantees that the Product (not its installation) shall be free from material and workmanship defects for a period of 2 years. The warranty period begins on the date the CLIENT purchased the Product (invoice date).

Notwithstanding the above, where the Product is purchased through an authorised distributor, the warranty period shall be 2 years and six months from when the Product was sent to the distributor from the Ampere factory.

The sole and exclusive responsibility of AMPERE under this warranty, except those established by legal imperative, shall be to proceed with the repair of the Product, or the Battery Module, or the replacement thereof. Where repairing or replacing it is not reasonable or feasible, AMPERE reserves the right to choose between supplying a Product, or Battery Module, that is similar and provides the same or equivalent functions or to refund the Product or Battery Module's residual value to the CLIENT.

The CLIENT must inform AMPERE about any product defect within a maximum period of 15 calendar days from when it becomes apparent, exhaustively describing its nature together with any evidence or proof and allowing AMPERE to inspect and correct said defect by making the Product available to it.

The repair shall be carried out at the CLIENT's facilities unless AMPERE decides to carry out the repair at AMPERE's facilities because circumstances so determine or make it advisable. The CLIENT is not authorised to repair the Product by itself or by third parties unauthorised by AMPERE, nor to unilaterally send it for correction or replacement, unless AMPERE has given written instructions in this regard.

Any replacement or repair shall have a warranty of up to the remaining period until the original warranty period is reached.

In the event that, after checking the Product, AMPERE or the Technical Service designated by it determines that the Product is not defective, AMPERE or the Technical Service shall be authorised to charge the CLIENT any cost for carrying out such checks.

The abovementioned warranty does not cover damage or defects due to: (i) Incorrect handling or maintenance of the Product due to non-compliance with the installation and handling instructions provided by AMPERE. (ii) Repair or modification of the Product by a technical service not authorised by AMPERE or with the incorporation and/or use of items or equipment other than the items or equipment used by AMPERE. (iii) Inadequate transport of the Product or inadequate storage or conservation thereof. (iv) Abuse, neglect, misuse of the Product or use of the Product in an inappropriate medium. (v) Defects in the Product caused by atmospheric discharges, fires, floods, accidental breakage, actions by third parties and/or any other event beyond AMPERE's reasonable control and which takes place under normal conditions of installation or use. (vi) Normal wear and tear of the Product, whether ordinary wear due to operation or external causes, or extraordinary wear and tear or breakdown due to operating overload, misuse or external causes such as excessive humidity, dust, corrosive agents, electromagnetic fields, static energy, operating parameters outside the technical specifications, variations in the quality of the power supply or defective Internet connection. (vii) Use of the product in applications or devices not contemplated or allowed in the Product's technical specifications. (viii) Installation and use of the product outside the territory of the European Community. (ix) Defects caused by accidents or force majeure.

Any Product whose serial number has been manipulated or which cannot be reliably identified shall not be covered by this warranty.

Any PRO, T-PRO and SEMS ONE Products whose warranty has not been activated, through the Ampere "Ampgy" Digital Platform, within a maximum period of one month from the date of the Product's acquisition by the CLIENT, shall not be covered by this warranty but, where appropriate, by the minimum legal guarantee. In no case, shall the activation of the warranty imply the extension of the maximum warranty period set beforehand in the Product Warranty and/or Performance Warranty.

The procedure for activating the Warranty is set out both in the "Warranty Activation Document" delivered with the purchase of the Product and on Ampere's website (www.ampere-energy.com).

Article 7.- Limitation of Liability.

AMPERE's maximum liability towards the CLIENT in any circumstances shall be limited quantitatively to the price of the Product (to which the claim relates) paid by the CLIENT. AMPERE shall only assume liability, in accordance with the quantitative limit set out above, for direct damages actually caused to the CLIENT, therefore, any indirect damage, such as loss of income, loss of business, loss of use, data or other commercial damages or economic advantages, as well as any pain and suffering or reputational damage that the CLIENT may have suffered, is excluded. The CLIENT is aware of and expressly accepts these limitations of liability that shall also be applicable to its CLIENTS and third parties.

Article 8.- Insurance

Each of the parties shall take out and maintain the necessary insurance in accordance with the applicable law and good practice.

Article 9.- Force Majeure

Force majeure is considered to be any unforeseen event or circumstance that cannot be avoided and that, extraordinarily, hinders or makes the fulfilment of any obligations by either Party impossible.

For these purposes, neither delay in the receipt of the Product by the CLIENT, nor those circumstances that are not communicated to AMPERE within a period of five (5) days from the time the causes originating the Force Majeure occur, setting out the same and their expected duration, as well as the alternative measures adopted or adoptable to address or minimise to the maximum extent possible any inconvenience that may arise due to said force majeure, will be considered to be force majeure.

When a case of force majeure occurs, the period of compliance shall be extended in a manner equivalent to the number of days during which the force majeure has lasted. If the force majeure event lasts more than ninety (90) days or if, under the circumstances, it is obvious that it shall last ninety (90) days, either party may cancel the Order by giving written notice to the other party.

Article 10.- Assignment

The CLIENT may not assign, transfer, replace or subrogate the rights and obligations taken on under this contract, without the express written consent of AMPERE.

Article 11.- Confidentiality

Any documentation, whatever its nature or whatever media it may be contained on, annexed by AMPERE to the Offer or to the acceptance of the Order, shall be considered "confidential information"; therefore, the CLIENT is obliged not to use or disclose to third parties such confidential information, in addition to the existence of the commercial relationship with AMPERE.

The transmission of confidential information by the CLIENT to its employees must only take place when it is strictly necessary to achieve the purpose of these GCS, in every case the CLIENT must guarantee fulfilment by said employees of the obligation of confidentiality contained in the paragraph above.

Article 12.- Termination

If either Party: **(i)** Substantially breaches any of the obligations assumed under the Order, as well as all or some of the clauses of the GCS. **(ii)** Proceeds to extinguish of its legal personality. **(iii)** Ceases its activities for any reason, or **(iv)** any circumstance takes place which renders the uninterrupted performance of the obligations assumed under the Order so complicated that it cannot reasonably be foreseen that they could continue to be fulfilled; the party who is not in breach shall be entitled to cancel the Order without incurring any expense, communicating this to the party in default, by a written notification and with thirty (30) days' notice.

Article 13.- Nullity of Clauses

When any clause contained in these GCS is declared null or void, either in whole or in part, said nullity or unenforceability shall not extend to the remaining clauses, which shall remain in force. The Parties agree to replace any clause that would be null or unenforceable with a valid one, with the most analogous effect possible.

Article 14. - Intellectual and industrial property rights

The sale of the Product only confers on the CLIENT the right to use it in accordance with the purpose for which it was produced and in no case confers any industrial or intellectual property right over the abovementioned Product, over the technologies included within the same or over the trademarks owned by AMPERE, nor, in general, does it confer any power to carry out reverse engineering procedures on the abovementioned Product.

Likewise, the CLIENT acknowledges that the Acceptance of the Offer does not confer the right to use or become aware of any form of know-how, design, invention, technology,

calculation, approach, solution, idea, trade secret or confidential information owned by AMPERE, nor the right to appropriate the descriptions and technical information contained in the Product apart from for the purpose of making use of the same for assembling, handling, and maintaining the Product.

Article 15.- Absence of renunciation

Any punctual waiver by AMPERE to exercise any of its rights shall not imply a renunciation thereof, nor shall it limit the exercise of those rights by it at a later date.

Article 16.- Applicable Legislation and Competent Jurisdiction.

The Order, together with these GCS, as well as any other contractual relationship established between the Parties in relation to the Order, shall be subject to and interpreted in accordance with Spanish law.

The Parties, expressly waiving their own jurisdiction, expressly submit themselves to the Courts and Tribunals of the city of Valencia, for any conflicts and/or litigation that may arise from the interpretation, validity, or compliance with these GCS.

Article 17.- Data Protection Law.

AMPERE undertakes to comply with the provisions contained in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data (hereinafter, "**GDPR**"), regarding any personal data that may be processed by AMPERE.

The CLIENT's data shall be used in order to sustain the commercial relationship with the CLIENT, to provide the contracted services, to improve the operation, use and benefits of the Product, to facilitate the diagnosis of possible problems with it, as well as to facilitate the updating of the software included in the Product, and they shall not be transferred to third parties, except for those data that must be transferred to third parties in compliance with the applicable regulations. In so far as AMPERE, in addition to the delivery of the Product, may provide after-sales services, CLIENT service and monitoring of the operation of the Product, the CLIENT expressly consents, with the acceptance of these GCS, to their personal data being collected, together with the operating information obtained from the Product, which shall be processed in accordance with the regulations by AMPERE, which is the data controller thereof.

AMPERE informs the CLIENT of its right to obtain information about the existence of the processing of their personal data, access the information and personal data in AMPERE's possession, request the rectification of inaccurate data or, where appropriate, request its erasure, when, among other reasons, the data are no longer necessary for the purposes for which they were collected, or the data subject withdraws the consent it had granted. In certain cases, the data subject may request that the processing of their data be limited, in which case, they shall only be kept in accordance with current regulations. In some cases, it may exercise its right to data portability, for which the data shall be delivered in an appropriate format, commonly used or mechanically readable by the party or the new data controller they designate. It has the right to revoke at any time the consent for any of the processing for which it had granted it.

AMPERE has forms so any of the abovementioned rights can be exercised, for which the CLIENT must contact us at the following email address, info@ampere-energy.com, requesting the form model it requires. In the same way, the CLIENT can use those that the Spanish Agency for Data Protection or third parties make available to data subjects. These forms must be signed electronically or accompanied by a photocopy of the National Identity Document. If it acts through a representative, it must also be accompanied by your copy of THEIR ID or electronic signature. The forms must be submitted in person to the AMPERE address indicated above or, where appropriate, sent by email. It has the right to file a claim with the Spanish Agency for Data Protection, where it considers that the request for its rights has not been adequately addressed. The maximum period for AMPERE POWER ENERGY S.L. to resolve a request is one month, counting from the effective receipt of the CLIENT's request by us.