This document is a translation. Please note that in case of legal dispute only the official German version of this document is legally binding.

GENERAL TERMS AND CONDITIONS

Whitemark Technology GmbH ("Whitemark")

1. Offer and conclusion of contract

a. All offers, purchase contracts, deliveries and services provided by Whitemark are subject to these General Terms and Conditions.
They apply in particular to the following services: development, design and/or commissioning and testing of battery modules and/or systems as well as electrical converter systems and test systems, and consulting services in connection with battery modules and/or systems and entire electric drive trains.

b. The terms and conditions of the customer or third parties shall not apply, even if Whitemark does not separately object to their validity in individual cases.
In particular, Whitemark's execution of the contract in the knowledge of conflicting or deviating terms and conditions of the customer does not constitute agreement with the validity of these deviating terms and conditions.

c. Whitemark's offers are subject to change. Orders placed shall only become binding upon written confirmation by Whitemark.

d. Whitemark reserves the ownership or copyright to all offers and cost estimates submitted by us, as well as to drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the customer. The customer may not make these items available to third parties, disclose them, use them themselves or through third parties, or reproduce them without the express consent of Whitemark. At Whitemark's request, the customer must return these items to us in full and destroy any copies made if they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This does not apply to the storage of data provided electronically for the purpose of standard data backup.

2. Prices and payment

a. The prices apply to the scope of services and delivery listed in the order confirmations ex warehouse/works. Additional or special services will be charged separately. Prices are quoted in EUR plus the applicable statutory value added tax, plus customs duties for export deliveries, plus shipping costs and packaging, as well as plus fees and other public charges.

b. All invoices are due for payment without deduction within two weeks of receipt. The date of payment is determined by the date of receipt by Whitemark.

c. Offsetting against counterclaims of the customer or withholding payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established.

d. Whitemark shall be entitled to make outstanding deliveries or provide outstanding services only against advance payment or security if, after conclusion of the contract, we become aware of circumstances which are likely to significantly reduce the customer's creditworthiness and which jeopardise the payment of Whitemark's outstanding claims by the customer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is jeopardised.

e. The customer shall pay travel costs, expenses and other outlays incurred by Whitemark in the course of providing the contractual service in addition and at cost against invoice.

3. General obligations of the customer

a. The customer is aware and expressly acknowledges that the contractual fulfilment of its obligations to cooperate and/or provide assistance is an essential prerequisite for the provision of services by Whitemark. In particular, the customer is obliged to provide Whitemark with the technical project documents, customer-specific standards and project specifications required for the provision of the contractual services by Whitemark free of charge, in full and in good time. The customer must make any necessary decisions regarding project content without delay and inform Whitemark thereof. The customer is obliged to review any written change proposals from Whitemark without delay and to notify Whitemark in writing of the result of the review without delay.
b. The customer is obliged to inform Whitemark of any internal company matters and circumstances without being asked to do so, insofar as this information is relevant to the provision of Whitemark's services. In this context, the customer must provide Whitemark with all documents and information necessary for the contractual fulfilment of the project without being asked to do so and always in a timely manner. If official approvals are required for the project to be carried out by Whitemark, the customer must obtain these in good time and inform Whitemark immediately upon receipt of an official decision.
c. If the customer fails to fulfil their obligations to cooperate and/or provide information, or fails to do so in a timely manner, the agreed delivery and service dates shall be extended accordingly.
   The customer shall reimburse Whitemark for any additional costs resulting from this.

4. Development/design

a. Each contracting party is and remains the owner of all intellectual property (protected and unprotected) already existing at the time of the start of the project or generated outside the project, such as know-how, inventions, copyright-protected results, computer programmes/software, which is contributed to the project by the contracting parties.
b. In the case of development services, Whitemark does not owe any specific technical or economic success, but rather the performance of the agreed development services in accordance with the state of the art.
c. Both contracting parties agree that reverse engineering, decompilation, reproduction and technical analysis are prohibited .
d. Both contracting parties agree that, upon full payment of the remuneration owed, the customer shall receive a non-transferable, simple right of use, unlimited in terms of space and time, to the contractual object to be developed by Whitemark . The right to edit the contractual object to be developed is not included.
e. Insofar as the contractual object to be developed by Whitemark for the customer contains third-party components, the customer shall only receive non-exclusive rights to these third-party components in accordance with the respective licence conditions of the third-party components.

5. Retention of title

a. The subject matter of the contract (reserved goods) remains the property of Whitemark until all claims to which Whitemark is entitled against the customer now or in the future from the same contractual relationship have been satisfied, including all balance claims from current accounts. If the customer acts in breach of contract – in particular if they are in default of payment of a claim for remuneration – Whitemark shall be entitled to withdraw from the contract after setting the customer a reasonable deadline for performance. The transport costs incurred for the return shall be borne by the customer. If Whitemark takes back the goods subject to retention of title, this shall already constitute a withdrawal from the contract. Whitemark's seizure of the goods subject to retention of title shall also constitute a withdrawal from the contract. Whitemark may sell goods subject to retention of title that it has taken back. The proceeds of the sale shall be offset against Whitemark's outstanding claims against the customer after Whitemark has deducted a reasonable amount for the costs of the sale.

b. The customer must treat the goods subject to retention of title with care. They must insure them adequately at their own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is necessary, the customer must carry it out in good time at their own expense.

c. The customer may use the goods subject to retention of title and resell them in the ordinary course of business as long as they are not in default of payment. However, they may not pledge the goods subject to retention of title or assign them as security. The customer hereby assigns to Whitemark by way of security all claims for payment against its customers arising from the resale of the goods subject to retention of title, as well as all claims of the customer relating to the goods subject to retention of title which arise against its customers or third parties on other legal grounds (in particular claims arising from tort and claims for insurance benefits), including all balance claims from current accounts. Whitemark accepts this assignment.

   The customer may collect these claims assigned to Whitemark on its own account in its own name for Whitemark as long as Whitemark does not revoke this authorisation. Whitemark's right to collect these claims itself remains unaffected by this; however, Whitemark will not assert the claims itself and will not revoke the authorisation to collect as long as the customer duly meets its payment obligations.

   However, if the customer acts in breach of contract – in particular if they are in default of payment of a fee claim – Whitemark may demand that the customer disclose the assigned claims and the respective debtors to Whitemark, notify the respective debtors of the assignment and hand over all documents to Whitemark, as well as provide all information required by Whitemark to assert the claims.

d. Any processing or transformation of the goods subject to retention of title by the customer shall always be carried out on behalf of Whitemark. If the goods subject to retention of title are processed, inseparably combined or mixed with other items that are not the property of Whitemark, Whitemark shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (final invoice amount including VAT) to the other processed items at the time of processing. If the goods subject to retention of title are combined or mixed in such a way that the customer's item is to be regarded as the main item, the customer and Whitemark hereby agree that the customer shall transfer proportional co-ownership of this item to Whitemark. Whitemark accepts this transfer. The customer shall store the resulting contractual item for Whitemark free of charge.

e. In the event of seizure of the goods subject to retention of title by third parties or other interventions by third parties, the customer shall indicate Whitemark's ownership and notify Whitemark immediately in writing. If the third party is unable to reimburse the judicial or extrajudicial costs incurred in this connection, the customer shall be liable for these costs.
f. At the customer's request, Whitemark shall be obliged to release the securities to which Whitemark is entitled to the extent that their realisable value exceeds the value of Whitemark's outstanding claims against the customer by more than 10%.

6. al liability of Whitemark

a. Whitemark shall be liable without limitation
   - in cases of intent or gross negligence,
   - for injury to life, limb or health,
   - in accordance with the provisions (and to the extent) of the Product Liability Act,
   - to the extent of a guarantee assumed by Whitemark, and
   - in other cases where liability is mandatory by law.
b. In the event of a simple negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), Whitemark's liability shall be limited to the amount of damage that is foreseeable and typical for the type of business in question.
c. Whitemark shall not be liable beyond this.
d. Insofar as Whitemark provides technical information or advice and this information or advice is not part of the contractually agreed scope of services owed by Whitemark, this shall be provided free of charge and to the exclusion of any liability.
e. The above limitations of liability also apply to the personal liability of Whitemark's employees, representatives and organs.

7. Whitemark warranty

a. The warranty period is one year from delivery or, if acceptance is required, from acceptance.
   This period does not apply to claims for damages resulting from injury to life, limb or health or from intentional or grossly negligent breaches of duty by Whitemark or its vicarious agents, which are subject to the statutory limitation periods in each case.
b. The subject matter of the contract must be carefully inspected immediately upon delivery. It shall be deemed to have been approved by the customer with regard to obvious defects or other defects that would have been apparent upon immediate, careful inspection if Whitemark does not receive a written notice of defects within seven working days of delivery. With regard to other defects, the subject matter of the contract shall be deemed to have been approved by the customer if Whitemark does not receive a notice of defects within seven working days of the date on which the defect became apparent; if the defect was already apparent at an earlier date during normal use, however, this earlier date shall be decisive for the start of the notice period. At Whitemark's request, a rejected contractual item must be returned to Whitemark. In the event of a justified complaint, Whitemark shall reimburse the costs of the cheapest shipping method; this shall not apply if the costs increase because the contractual item is located at a place other than the place of intended use.

c. In the event of material defects in the contractual item, Whitemark shall first be obliged and entitled to repair or replace the item at its own discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay in repair or replacement, the customer may withdraw from the contract or reduce the purchase price appropriately.
d. If a defect is attributable to Whitemark, the customer may claim damages under the conditions specified in clause 6.
e. In the event of defects in components from other manufacturers which Whitemark cannot remedy for licensing or factual reasons, Whitemark shall, at its own discretion, assert warranty claims against the manufacturers and suppliers on behalf of the customer or assign them to the customer. Warranty claims against Whitemark for such defects shall only exist under the other conditions and in accordance with these General Terms and Conditions of Delivery if the judicial enforcement of the above-mentioned claims against the manufacturer and supplier has been unsuccessful or is futile, e.g. due to insolvency. During the duration of the legal dispute, the limitation period for the customer's warranty claims against Whitemark shall be suspended.
f. The warranty shall lapse if the customer modifies the subject matter of the contract or has it modified by third parties without Whitemark's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.
g. Any delivery of used items agreed in individual cases shall be made to the exclusion of any warranty for material defects.

8. Confidentiality

a. Each contracting party shall use all documents, including samples, models and data, as well as knowledge obtained from the business relationship, solely for the jointly pursued purposes and shall keep them confidential vis-à-vis third parties with the same care as it would its own documents and knowledge and shall protect them by means of appropriate technical and organisational measures if the other contracting party designates them as confidential or has an obvious interest in their confidentiality.

However, Whitemark shall be entitled to continue to use cross-project know-how, methods, algorithms and general technical solutions.

b. This confidentiality obligation shall commence upon initial receipt of the documents or knowledge and shall end five years after the end of the business relationship.

For technical, non-public information , the confidentiality obligation shall apply indefinitely. It shall only end when the last confidential information received is no longer confidential without breach of this agreement or other legal violation.

c. The confidentiality obligation does not apply to confidential information
    a) which was demonstrably already known to the recipient at the time of conclusion of the contract or which subsequently becomes known from a third party without violating a confidentiality agreement, legal regulations or official orders;
    b) which is publicly known at the time of conclusion of the contract or becomes publicly known thereafter, provided that this is not based on a breach of this contract;

c) must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obliged to disclose the information shall inform the other party in advance and give it the opportunity to take action against the disclosure.

d. The parties shall only grant access to confidential information to advisors who are subject to professional secrecy or who have previously been contractually bound to confidentiality obligations. Furthermore, the parties shall only disclose the confidential information to those employees who need to know it for the performance of the contract and shall also oblige these employees to maintain confidentiality to the extent permitted by labour law for the period after their departure.
e. The customer is prohibited from obtaining confidential information by means of reverse engineering. "Reverse engineering" refers to all actions, including observation, testing, examination and disassembly and, if necessary, reassembly, with the aim of obtaining confidential information.

9. Place of jurisdiction, place of performance, written form

a. If the customer is a merchant, a legal entity under public law or a special fund under public law, or if they do not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between Whitemark and the customer shall be Munich.
b. The place of performance is Munich.
c. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.
d. Legally relevant declarations and notifications that are to be made to Whitemark after conclusion of the contract (e.g. setting of deadlines, reminders, declarations of withdrawal, declarations of termination) must be made in writing to be effective.
e. Any reference to a written form requirement within these General Terms and Conditions shall be understood as "text form" within the meaning of Section 126b of the German Civil Code (BGB), i.e. in particular that transmission by e-mail is sufficient.
f. Should one or more provisions of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, or should these General Terms and Conditions contain a loophole, the validity of the remaining provisions of these General Terms and Conditions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the statutory provisions, if any.