SPECIFIC TERMS AND CONDITIONS SMAPPEE BATTERY ENERGY STORAGE SYSTEMS (BESS)

Last revised: September 2nd 2025

1. GENERAL

1.1. The present specific terms and conditions ("Specific Terms") apply to the purchase of the Smappee-BESS and BESS-Software. Unless expressly modified or excluded by these Specific Terms, all provisions of Smappee's GTC of Sales ("GTCS") shall remain in full force and effect and shall continue to apply to the contractual relationship between the parties. If the GTCS contradict these Specific Terms, these Specific Terms will prevail with respect to the purchase of the Smappee-BESS.

1.2. At the Buyer's or the Customer's option, operational support services can be purchased separately from Smappee and shall be governed by a separate agreement ("SOSA Agreement").

1.3. The Offer, including these Specific Terms as well as the GTCS are hereinafter referred to as the "Agreement".

1.4. If the Buyer, after the conclusion of the Agreement, in any way waives or cancels an Order and thereby unilaterally terminates the Agreement, the Buyer shall, due to breach of contract, pay Smappee fixed damages equal to 25% of the outstanding amount of the canceled Agreement, excluding VAT, irrespective of the right of Smappee to claim higher damages, insofar as these are proven.

2. DELIVERY, PROPERTY RIGHTS

2.1. Unless otherwise agreed upon in the Offer, the transport of the Smappee-BESS occurs under Incoterm FCA (with named place as specified on the relevant sales order). Transport to the relevant Buyer's destination can be arranged by Smappee at the expense of the Buyer; in such case, such transport (and insurance thereof, if requested) will be added as a separate line on the relevant invoice.

2.2. Delivery terms are indicative and never fatal. Exceeding the indicative delivery term does not give the Buyer the right to cancel its order, neither can it give rise to payment of penalties and/or liquidated damages, nor will the Buyer have the right to terminate the Agreement.

2.3. The (delivered) Smappee-BESS remains the property of Smappee until full payment of the Fees. Unless and until the Buyer becomes the legal owner of the Smappee-BESS in accordance with the provisions of this Article, the Buyer is prohibited from selling on (unless agreed upon), pledging, or in any way encumbering the Smappee-BESS. As long as the Smappee-BESS falls under the retention of title, the Buyer shall store and maintain the Smappee-BESS with due care and commits to maintain appropriate insurance against fire, explosion, and water damage as well as against theft and to provide Smappee at the first request a copy of the relevant insurance policy.

2.4. The risk of the Smappee BESS is transferred to the Buyer on the day the Agreement is concluded, unless otherwise specified by Smappee.

3. INSTALLATION, GRID CONNECTION AND COMMISSIONING

3.1. If ordered by the Buyer the installation of the Smappee-BESS at the Site may be performed by Smappee or may be carried out by a Smappee certified installer or another third party engaged by Smappee. Applicable pricing may vary depending on the country where the Smappee-BESS need to be installed.

3.2. If the Buyer performs the installation (by himself or by a third party), the Buyer acknowledges to have received all technical installation, maintenance and operating instructions and procedures to be followed for the proper installation, commissioning (if applicable) and use, with regard to the Smappee-BESS and BESS-Software. In such case (installation by the Buyer), the Buyer assumes full liability for the installation and shall .

3.3. In case of installation at the Buyer's Site, the Buyer will ensure full access to the designated location from the nearest public road and clear any and all obstacles on and to such location prior to the delivery date. Any preparatory civil works, which might be needed for the proper installment of the Smappee-BESS will be described in the Offer and executed by Smappee at the expense of the Buyer.

3.4. The installation of the Smappee-BESS includes the connection of the Smappee-BESS to the onsite electrical facilities and the public grid (hereinafter: "Grid Connection"), and commissioning of the Smappee-BESS. Furthermore, Smappee will properly install and activate the Smappee Infinity Energy Management System, conduct any tests or start-up operations and execute commissioning of the Smappee-BESS ("Commissioning").

3.5. It shall be the sole responsibility of the Buyer at whose Site the Smappee-BESS will be installed and

deployed to obtain, at its own cost and risk, all necessary permits, licenses, approvals, and certifications required by local, regional, or national authorities for the installation, grid connection, operation, and maintenance of the Smappee-BESS. Smappee shall not be held liable for any delays, penalties, or additional costs arising from the Buyer's failure to secure such authorizations.

4. OPTIMISATION & MONITORING SOFTWARE

4.1. The optimization & monitoring software ("BESS-Software") enables the implementation of cost reduction strategies, smart charging (covering both AC&DC chargers), monitoring of live- and historic data, access to flexibility markets (via the designated balance responsibility party).

The Customer being the Buyer procuring the BESS-Software, is granted a non-exclusive, non-transferable license to use the BESS-Software in connection with the purchased Smappee-BESS ("License"), enabling the monitoring and optimization of the Smappee-BESS on Site. The monthly License fees are stipulated in the Offer and shall be invoiced on a monthly basis. If agreed upon, the License can also be purchased separately, without the Customer being a Buyer (i.e. not necessary to buy the Smappee-BESS directly from Smappee).

4.2. Failure to pay the applicable Fees for the License may result in suspension or termination of the Customer's access to the BESS-Software. For the avoidance of doubt, in case of (early) termination of the License or non-renewal of the License by the Customer, the Customer can continue use of the Smappee-BESS, but such continued use of the Smappee-BESS shall be limited to the basic functionalities of the Smappee-BESS, as such excluding the optimization and monitoring features.

4.3. With regard to BESS-Software, new versions, new releases or updates may be issued by Smappee. The provisions of these Specific Terms also apply to such new versions, releases and / or updates.

4.4. OPERATIONAL SUPPORT

If selected and separately purchased by the Buyer (being the Customer) and referred to as such in the relevant Offer, Smappee will provide the Operational Support Services. These services are governed by a separate SOSA Agreement, executed by and between Smappee and the Customer.

5. USE (if the Buyer is a Customer)

5.1. The Buyer is not allowed to use Smappee-BESS nor the BESS-Software in violation of any legal provisions of these Specific Terms or any other applicable law.

5.2. The Buyer shall only use the Smappee-BESS and BESS-Software for the intended use described in the documentation accompanying the Smappee-BESS.

5.3. The Buyer shall not i) use viruses, trojans, worms, bots or other software that may damage BESS-Software, make it inaccessible or be intended to circumvent technical protection measures; ii) perform any actions that impose an unreasonable and / or disproportionate load on the infrastructure of Smappee-BESS and / or impede the functionality of it; iii) use any applications that monitor, manipulate and / or copy (parts of) BESS-Software; and/or iv) cause trouble or damage to (other Customers of) Smappee when using Smappee-BESS or BESS-Software.

5.4. Further, the Buyer is prohibited to i) carry out acts that can be assumed to be capable of causing damage to the systems of (Customers of) Smappee, ii) use Smappee-BESS or BESS-Software for illegal activities, iii) circumvent any technical limitations in the BESS-Software, iv) making (or having made) copies of BESS-Software and v) publish BESS-Software for others to copy.

5.5. The Buyer's right to the BESS-Software may be terminated immediately and without notice by Smappee if these Specific Terms or any applicable the law is violated by the relevant Buyer or if BESS-Software is used for purposes other than those for which it is intended.

5.6. If the Buyer is not a Customer, he will be sole responsible for the terms of use he imposes on his contractual party (his Customer/the end customer). The conditions set out in this article may be used as a guideline.

6. FEES

6.1. The price of the Smappee-BESS and BESS-Software (the "**Fees**") shall be mentioned on the Order.

6.2. All Fees are exclusive of VAT and exclusive of mandatory environmental contributions (BEBAT).

6.3. Depending on request of the Customer, the following costs will be invoiced separately to the Customer:
- Installation of the Smappee-BESS on Site,
- Commissioning and start-up of the Smappee-BESS,
- Activation of the BESS-Software,
- Fees for (optional) Operational Support (in scope of a SOSA Agreement).

6.4. Fees may be adjusted in accordance with Art. 4.5. of the GTC of Sales.

7. INVOICING AND PAYMENT

7.1. The Fees shall be invoiced by Smappee as defined in the Offer. Smappee reserves the right to require partial prepayment of the Fees.

7.2. The Fees for the License shall be invoiced on a monthly basis to the Customer deploying the Smappee-BESS on Site.

7.3. Unless otherwise stipulated in a specific Order Confirmation, invoices are payable within thirty (30) calendar days after the invoice date. Payment will only be deemed completed once the Fees are on the bank account of Smappee. Interest in case of late payment will be governed by Art.5 of the GTCS.

7.4. Fees for Operational Support shall be invoiced in accordance with the terms defined in the SOSA Agreement.

8. WARRANTY

8.1. Smappee warrants that, subject to the exclusions and limitations set out in the Warranty Statement, the Smappee-BESS shall be in good working order during the Warranty Period defined in the Warranty Statement. The duration and scope of the warranty on the Smappee-BESS offered by Smappee is defined in the Warranty Statement attached to the Agreement.

8.2. Where the Customer is the Buyer, the Customer agrees that invoking the warranty provisions set forth herein is subject to the Smappee-BESS being commissioned by or on behalf of Smappee. The warranty offered hereunder shall start as of the date of Commissioning of the Smappee-BESS.

8.3. The BESS-Software is made available to each Customer 'as such', without giving any warranties. Smappee does not guarantee the correctness, reliability, availability or accuracy of BESS-Software. All implied warranties, including but not limited to availability, performance, non-infringement, marketability or suitability for a particular purpose are rejected by Smappee. The Customer takes the entire risk in terms of results and performance of BESS-Software in connection with the Smappee-BESS.

8.4. Smappee provides this Warranty only to its contractual party (the Buyer). If the Buyer is not a Customer, the Buyer agrees to provide its contractual party (the end customer) the same warranty as they receive themselves from Smappee (the Warranty) with the same terms.

9. LIABILITY

9.1. The provisions of Art.16 of the GTC of Sales shall apply (the Smappee-BESS qualifying as a 'Product'). In addition thereto, the following terms apply.

9.2. In case the Buyer, acting as the installer of the Smappee-BESS (1) for his own use and installed by his own or by a third party, or 2) as an installer for his Customer), shall be solely responsible for the correct and compliant installation of the Smappee-BESS in accordance with Smappee's specifications, guidelines, and all applicable laws and regulations. The Buyer shall indemnify, defend, and hold harmless Smappee from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to any improper or faulty installation performed by the Buyer (at the Customer's Site), including but not limited to claims made by the Customer.

9.3. The Buyer acknowledges and agrees that the purchase and installation of the Smappee-BESS and activation of the BESS-Software does not inherently guarantee a reduction in energy costs.

Actual savings, if any, are dependent on various factors including, but not limited to, the Buyer's specific energy consumption patterns, local utility rates, operational practises, regulatory changes, and other external conditions beyond the control of Smappee.
As such, Smappee does not guarantee or warrant any particular level of financial performance or return on investment..

9.4. Smappee is not liable for any damages including, but not limited to indirect damage, consequential loss and lost profit as a result of the deployment Smappee-BESS or BESS-Software.

9.5. For the avoidance of doubt, it is clarified that Smappee can only be held liable towards its own contractual party, being the Buyer i.e.: a Customer who purchases directly from Smappee.

9.6. The Parties exclude the possibility for a non-contractual liability claim against Smappee. The Parties also exclude the possibility for the Buyer to hold the director(s), employee(s), self-employed service provider(s), or any other auxiliary person of Smappee non-contractually liable (pursuant to Article 6.3, §2 of the New Civil Code). This exclusion does not apply: (i) in the event of a criminal offense on the part of the involved auxiliary person, (ii) for subcontractors/self-employed service providers who are not a director of Smappee and are bound by a fixed-term contract or a contract for a clearly defined performance (e.g., a subcontractor who is only engaged for a specific project of Smappee or a supplier of goods (materials), provided they qualify as

an auxiliary person under Article 6.3, §2 of the New Civil Code).

10. INTELLECTUAL PROPERTY

The techniques and processes developed by Smappee and processed in BESS-Software are the property of Smappee, its licensors or its suppliers and are not made available to the Buyer.

DEFINITIONS

The words used in this Contract with a capital letter, shall have the meaning as ascribed to them throughout the text of the Contract or as defined below:

- "Smappee-BESS" means the Smappee battery energy storage systems described in the Technical Specifications attached to the Offer.
- "BESS-Software" means the optimization and monitoring software allowing the Customer to deploy the Smappee-BESS for optimizing energy management and reducing operational energy costs.
- "Buyer" means every entity purchasing the Smappee-BESS directly from Smappee for the purpose of either i) further reselling the Smappee-BESS to its Customers, or ii) deploying the Smappee-BESS for its own business (energy management) purposes (in which case the 'Buyer' qualifies as 'Customer').
- "Customer" means the customer on whose Site the Smappee-BESS will be installed and deployed. In case where the Customer purchases the Smappee-BESS directly from Smappee, the Customer also qualifies as "Buyer".
- "Parties" are Smappee and the Buyer.
- "Fees" are the prices detailed in the Offer covering: the purchase price of the Smappee-BESS, including BESS-Software during the Initial Term.
- "Offer means the quote issued by Smappee to the Buyer for the Smappee-BESS, BESS- Software, and, if applicable, the operational services.
- "Site" means the premises of the Customer where the Smappee-BESS will be installed and deployed.