

Terms of Use for the Partner Portal of TESVOLT AG

As of December 1, 2022

TESVOLT AG ("TESVOLT") develops and manufactures high-quality lithium-ion based battery storage solutions ("TESVOLT storage system"). In addition, TESVOLT offers services for all aspects of the hardware. These services can be roughly divided into maintenance and installation measures, training and other customer services.

The partner portal is a B2B portal and represents the online access for TESVOLT's business partners to TESVOLT. The Partner Portal is accessible via the Internet and offers users various ways to interact with TESVOLT.

The following terms of use shall govern the use of the Partner Portal ("portal").

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1. Scope of Application, Provider and Exclusion of Other Terms of Use

1.1. Scope of Application

These terms of use shall apply to all contracts between the user and TESVOLT for the use of the portal including all related functions. Special conditions for certain individual functions may have precedence over these Terms of Use. In particular, the general terms and conditions for ordering or commissioning products or services as well as the specific terms and conditions of use for various software applications, which can be called up as part of the respective order process, will apply in addition to these terms of use.

1.2. Provider and User

Provider and operator of the portal is TESVOLT AG, Am Heideberg 31, D-06886 Lutherstadt Wittenberg, Germany, registered at the district court of Stendal under the registration number HRB 31785. The user must conclude the contract for the use of the portal for a purpose that can be attributed exclusively to

his commercial or professional activity (section 14 of the German Civil Code). The user shall in any case be the company for which the use of the portal is made. The user may create different user accounts according to the type of account within the scope of his use.

1.3. Exclusion of Other Terms and Conditions

The use of the portal is exclusively governed by these terms of use, unless deviating or supplementary agreements have been concluded in writing (section 126 of the German Civil Code) between TESVOLT and the user in individual cases. Conflicting, supplementary or deviating terms and conditions of the user shall not become part of the contract. Verbal subsidiary agreements do not exist.

2. Conditions for the Use of the Portal and Conclusion of the Contract

2.1. Registration as a User and Acceptance of the Terms of Use

In order to use the portal, the user must first create at least one user account.

2.2. Conclusion of Contract

The submission of the online registration request by the user constitutes a legally binding offer to conclude a contract with TESVOLT. However, this does not constitute a contract of use. The contract of use with TESVOLT comes into effect with the activation of the user account by TESVOLT and at the latest with the use of access.

3. User Account and Handling of Access Data

The services offered by TESVOLT within the framework of the portal are only available to registered users (for registration see section 2.1). Each new registration requires the entry of the access data. The user must comply with the conditions specified in each case for the password.

The user must keep the access data secret and not make it available to third parties. If TESVOLT is concerned that unauthorized third parties have gained knowledge of the access data or if there is any other suspicion that unauthorized third parties attempt to gain access to the portal, for example if a password is entered incorrectly several times in a row, TESVOLT reserves the right to (temporarily) block access.

The user is prohibited from disclosing his access data to third parties and/or allowing third parties to access the portal by circumventing the access data. However, if expressly permitted by TESVOLT, the user is entitled to allow third parties to access his stored data or user accounts via the functionalities provided in the portal. The use of the portal for the storage and administration of third party data is not permitted. The use of the user accounts shall in any case deemed to be on behalf of the user.

4. Scope of Services and Functions of the Portal

The portal allows users direct access to TESVOLT's range of services via the respective user account. Depending on availability, users can, among other things, create and manage projects with products, offers and orders in the portal, plan projects (only for specialist partners), configure storage and other products, create offers themselves and trigger orders, book training courses (training & webinars), personal consultation and view an overview of existing certificates and their duration.

4.1. User Account

The "User Account" function allows users to enter, retrieve and, if necessary, modify their personal data, as well as view offers, orders and order confirmations and planned services. Details of orders, projects and planned services are for information purposes only and cannot be the subject of any claims the user may have against TESVOLT.

4.2. Products and Services

TESVOLT provides users with various offers as well as usage formats and services on the platform, which differ in terms of the scope of services and prices.

Both free information and functions of TESVOLT (see section 4.3) and fee-based services are available on the portal.

TESVOLT may further develop and change information and functions. TESVOLT may also make them available to individual users or user groups only.

4.2.1. Conclusion of Contract for Products and Services Subject to a Charge

The respective scope of services provided shall be determined by the information displayed on the portal at the time of the conclusion of the respective contract.

If the user initiates orders or places orders in the portal, this constitutes the submission of an offer. TESVOLT will confirm acceptance of the user's offer within four weeks at the latest by means of a corresponding notice on the portal itself or by means of another order confirmation. The contract comes into effect at the latest when the order confirmation is deposited in the portal. A confirmation of receipt of the user's binding offer, however, does not constitute acceptance by TESVOLT.

The user is responsible for the content of his orders - also in case of using product configurators or similar.

4.2.2. Hardware

If the user orders purchasable hardware, in particular TESVOLT storage systems, or other movable goods via the portal, the General Terms and Conditions for the Purchase of Energy Storage Systems of TESVOLT AG shall apply in their currently valid version, available at <https://www.tesvolt.com/de/downloads.html>, unless otherwise agreed.

4.2.3. Services

If the user orders or commissions services via the portal, e.g. training, technical support services, services in the project business, other services or software licenses, whether for a fee or free of charge, the General Terms and Conditions for the Use of Services of TESVOLT AG shall apply in their currently valid version, available at <https://www.tesvolt.com/de/downloads.html>, unless otherwise agreed.

4.3. Free Information and Functions

Insofar as information and content is made available free of charge on the portal, such as explanatory videos, possibly training videos or product configurators, by means of which the individual compilation of products is made possible, the following shall apply:

- TESVOLT is not liable for the correctness, completeness and up-to-dateness of the provided information, sales documents, application forms, tools and/or advertising materials. They do not replace personal (possibly chargeable) advice by TESVOLT.
- TESVOLT does not assume any warranty for this free information, nor does it guarantee the correctness, completeness and topicality or the fulfillment of the result of an offer request.
- Insofar as the portal contains information from TESVOLT, e.g. in the form of drawings, diagrams, technical calculations (e.g. for the design of TESVOLT storage systems), financial calculations, yield calculations, profitability calculations or similar, this information merely represents examples and it is not binding. TESVOLT does not assume any liability for their correctness, unless they are designated as binding by TESVOLT in individual cases. Furthermore, they do not constitute a basis for the conclusion of a contract.
- The aforementioned data represent merely informative, non-mandatory functions, the existence of which the User has no claim to, nor can he derive any rights from them in the event of an error. TESVOLT does not guarantee the permanent and error-free functionality of these functions.

- Clause 10 remains unaffected.

5. Provision and Availability of the Portal

5.1. Provision of the Portal

TESVOLT makes the portal available to its users on a web-based basis. Access to the portal is possible with an internet browser software such as Chrome, Firefox or Safari. TESSVOLT endeavors to ensure trouble-free operation of the portal. This is naturally limited to services that are within the operator's control.

5.2. Technical Requirements

Each user is responsible for ensuring the required technical conditions for the use of the portal and the compatibility of the portal and its functions with the user's individual hardware and software equipment.

5.3. Adaptations of the Portal

TESVOLT is entitled, but not obliged, to further develop the portal at any time and to change the offered individual functions and services during the term of the contract, e.g. in order to adapt them to technological progress. This also includes the addition of new functionalities and the removal of existing free functionalities and the change of the user interface and adjustments in the backend. In doing so, TESSVOLT reserves the right to change services offered via the portal without prior notice in order to offer the user a correspondingly optimized range of services, provided that the suitability of the portal for the agreed purpose is thereby maintained and the optimized offer is acceptable to the user, taking into account the interests of both parties. In addition, TESSVOLT is entitled to make changes, adjustments, restrictions, the removal of functionalities of the portal and the services offered with it, if changed legal regulations or standards, a court or authority decision directed at TESSVOLT, safety requirements or new technical or scientific findings make this necessary. The type of implementation is incumbent upon TESSVOLT. The user has no claim to the maintenance of individual specific functionalities or to their introduction.

5.4. Availability of the Portal

The portal is generally available to the user 24 hours a day, seven days a week ("operating time"). Availability means the ability of the user to use the essential functionalities of the portal. Non-availability does not include maintenance periods as well as restrictions or failures of the software due to circumstances beyond the control and responsibility of TESSVOLT (fault of third parties, disruption of telecommunication lines, force majeure, etc.). TESSVOLT will limit maintenance windows to the minimum and use them primarily for the installation of updates and to ensure the security of the systems. TESSVOLT reserves the right to restrict access to the portal in whole or in part, temporarily or permanently, due to maintenance work, capacity concerns and other events beyond its control.

6. Software Downloads

6.1. Exclusion of any Obligation to Provide Updates in the Portal

As far as TESSVOLT offers software for download via the portal, especially updates of existing software, this is done on a voluntary basis. The user has no claim to the provision of updates in the portal other than those required by law. TESSVOLT is entitled to change the way it provides updates at any time.

6.2. Notifications About Software Updates

If TESSVOLT informs the user about the provision of updates, this may be done directly via the portal or by e-mail to the e-mail address of the user provided by the user or another e-mail address known to TESSVOLT.

In the event that the user opts for any automatic download and installation function of updates offered by TESVOLT, the user shall ensure a functioning Internet access to enable the smooth updating and commissioning of the updates.

6.3. Obligations of the User Regarding Software Updates

It is the user's responsibility to ensure that any updates are installed on the respective hardware. If an update is not installed, full functionality of the respective hardware may not be guaranteed. The User may not derive any rights from a malfunction of the respective Hardware based on outdated software. If the user uses the hardware for which the updated software is intended together with other components or systems, it is incumbent upon the user to verify the compatibility of updates of the software with such components or systems in advance.

7. Pricing and Terms of Payment

7.1. Pricing

The prices for the products and services offered on the portal are based on the information provided at the time of the conclusion of the contract. The use of the portal itself is free of charge. All prices stated are net amounts to which the respective legally applicable value added tax must be added.

TESVOLT does not guarantee that products, services or functionalities initially offered free of charge will remain permanently free of charge and reserves the right to offer users the use of such functionalities for a fee.

7.2. Terms of Payment

The terms of payment for products offered on the portal are governed by the General Terms and Conditions for the Purchase of Energy Storage Systems of TESVOLT AG as currently revised and available at <https://www.tesvolt.com/de/downloads.html>, and by the General Terms and Conditions for the Use of Services of TESVOLT AG as currently revised and available at <https://www.tesvolt.com/de/downloads.html>, unless otherwise agreed.

8. Obligations of the User

8.1. Intended Use

The user may only use the portal within the scope of the provided services and for the contractually agreed purposes. The user is responsible for the maintenance of his user accounts, including the specified data, and for compliance with the terms of use. Use for other purposes, in particular misuse of the functionalities contrary to the intended purpose, is not permitted. In particular, the portal may not be used by the user for illegal, obscene, offensive or fraudulent acts, such as deliberately causing or promoting harm, interfering with or violating the integrity or security of a network or system, bypassing filters, sending unsolicited, abusive or misleading messages (including messages with advertising content and spam), spreading viruses or harmful software or violating the rights of third parties. The user must refrain from any activity that is likely to impair and/or excessively burden the operation of the portal or the technical infrastructure behind it. This includes in particular

- the use of software, scripts or databases in connection with the use of the portal, as well as
- blocking, overwriting, modifying, and copying data and/or other content, unless this is necessary for the proper use of the portal.

8.2. Correctness and Maintenance of the User information

If the user provides information within the framework of the use of the portal (e.g., in the user account or when using functions such as the product configurator), the user is obligated to provide truthful and correct information insofar as these are necessary to execute the contractual obligations with the user

and to keep the information updated. Furthermore, the user is obligated to only use the portal for the storage and administration of information that is correct to the best of his knowledge

8.3. Consequences of Use Contrary to the Contract or the Law

If the user does not comply with the limits of permissible use, for example because the user's use of the portal violates these Terms of Use or applicable law, TESVOLT is entitled - without prejudice to other claims, including termination of the contractual relationship without notice - to block the user's access to the portal.

9. User Rights

TESVOLT grants the user a non-exclusive, revocable, non-transferable and non-sublicensable right to use the portal to the extent intended for the duration of the contractual relationship. In particular, the user is not entitled to decompile, disassemble, translate, reproduce, edit, redesign or rework the software of the portal, make it publicly available or distribute it, unless this is indispensable.

TESVOLT, its respective licensors as well as the contractual partners reserve all copyrights, exploitation rights and other proprietary rights to all contents of the portal, in particular to texts, representations, designs, graphics, layouts, images, illustrations, audio and video content, calculations and the selection and arrangement thereof as well as all other information. The contents of the portal may not be duplicated, copied, reproduced, distributed, demonstrated, and made accessible, edited or used in any other way without the prior written consent of TESVOLT. The rights to all trademarks or business names used in the portal remain reserved to their respective owners.

10. Liability for Contractual Services Subject to a Charge

10.1. Unlimited Liability

TESVOLT is liable without limitation for intent and gross negligence as well as in accordance with mandatory statutory liability provisions (such as under the Product Liability Act). For slight negligence TESVOLT is liable without limitation for damages resulting from injury to life, body and to the health of persons.

10.2. Limited Liability

In all other respects, the following limited liability shall apply: In the event of slight negligence, TESVOLT shall only be liable in the event of a breach of a material contractual obligation. Material contractual obligations are obligations the fulfillment of which is essential for the proper execution of the contract and on the fulfillment of which the user may reasonably rely on. The liability for slight negligence is limited to the amount of damages foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected. This limitation of liability also applies to the benefit of TESVOLT's vicarious agents.

10.3. Contents in the Portal

Insofar as functions for simulations, forecasts, product configurations, project planning, preparation of offers, calculations or similar are provided on the portal, TESVOLT points out that TESVOLT incorporates information and data without examining their correctness or plausibility. These are in each case example calculations based on the data entered by the User. Further data, which originate from other sources, are selected and checked with the usual degree of scientific diligence. In the case of forecasts and simulations, however, a deviation of the actual development from the forecast or simulated development is still possible and does not represent a defect of the services of TESVOLT. TESVOLT does not guarantee that a simulated or predicted development will actually occur.

11. Term and Termination of the Contractual Relationship

11.1. Commencement and Ordinary Termination

The contract for the use of the portal shall begin with the activation of the user account on the portal, unless a different date is contractually agreed. It is concluded for an unlimited period of time. The contract can be terminated with a notice period of three months to the end of the month.

If the user contract is terminated and the use of the user account is mandatory for the use of a contractual service of TESVOLT, the termination shall take effect at the earliest at the time when the obligation to provide this service ends.

11.2. Termination for Cause

In addition, the parties are entitled to terminate the contractual relationship by extraordinary termination for good cause. Good cause shall be deemed to exist for TESVOLT in particular if

- i) the user is in default with the payment of a fee for a product or a service for a period of at least four weeks and does not pay the outstanding amount within two weeks despite a reminder together with a warning of termination or if the user violates his obligations under section 8;
- ii) the user has violated his duties of care, in particular in the handling of the access data from clause 3;
- iii) the user has violated applicable law or the terms of use;
- iv) the requirements for registration in the portal no longer exist or there is reasonable doubt that they still exist; or
- v) TESVOLT discontinues or has to discontinue the provision of the portal to all or individual users, in particular for economic, technical or legal reasons or reasons beyond the control of TESVOLT, in whole or in part.

Instead of termination, TESVOLT may also block access to the portal as long as the reason for termination exists.

11.3. Consequences of the Termination of the Contract

Upon termination of the contract, TESVOLT shall be entitled and obligated to irretrievably delete the user's account and all related data. Upon termination of the contract on the use of the portal, the user shall lose the possibility to access the portal. The user will then no longer be able to access any data, such as personal data, projects, plans and orders. In addition, the functions related to the portal are no longer available, no longer immediately available or no longer fully available and can no longer be booked or changed. Any contracts concluded via the portal shall remain unaffected by the termination of the contract on the use of the portal.

12. Data Protection

12.1. Data and Processing Purposes

Within the framework of the use of the portal, personal data of the users shall be processed by TESVOLT as the data controller and stored for the period necessary to fulfill the specified purposes and legal obligations. Personal data are, according to Art. 4 No. 1 of the Basic Data Protection Regulation (GDPR), all information relating to an identified or identifiable natural person.

12.2. Disclosure to Third Parties

Insofar as this is legally permissible and necessary for the processing of contractual relationships with users in accordance with Art. 6 para. 1 p. 1 lit. b GDPR, the users' personal data will be passed on to third parties. This includes, in particular, the disclosure in the context of providing the portal and the disclosure of payment data to payment service providers or credit institutions in order to carry out payment

transactions. The data passed on may be used by the third party exclusively for the aforementioned purposes.

In addition, the data generated via the portal may be evaluated and passed on in anonymized form for research purposes.

12.3. Storage Period

Personal data will only be stored for as long as this is necessary for the performance of the contractual relationship existing between TESVOLT and the user as well as for as long as TESVOLT is required to store the data in accordance with Article 6 Paragraph 1 Sentence 1 lit. c GDPR due to tax and commercial law retention and documentation obligations (from HGB, StGB or AO) or if the User has consented to storage beyond this in accordance with Article 6 Paragraph 1 Sentence 1 lit. a GDPR.

12.4. Further Information

Further information can be found in the data privacy policy for the TESVOLT portal.

TESVOLT is entitled to collect data accruing during the use of the portal by the user and to use it for its own purposes, in particular for statistical purposes, as well as for the identification and exploitation of optimization potential.

13. Changes to the Terms of Use

The portal is subject to constant further development. In particular, TESVOLT may further develop and supplement the available functions and usage formats. The further development of the portal may require changes to these Terms of Use in the future. TESVOLT is therefore entitled to make changes or additions to these Terms of Use for the future, insofar as these are necessary in order to take into account changes or additions to the portal or in order to close any regulatory gaps that may cause not inconsiderable difficulties in the execution of the contract. Changes made after the conclusion of the contract must not put the user at a disadvantage compared to his position at the time of the conclusion of the contract. The user shall be notified of any changes or amendments in text form at least six weeks before they are to take effect. The Terms of Use can be called up, saved and printed out in their respective version during the registration request and at any time via the portal at <https://www.tesvolt.com/en/downloads.html>.

14. Final Provisions

14.1. Governing Law

The present contract shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14.2. Severability Clause

In case individual provisions of this contract are or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. In this case, the parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any loopholes in the agreement.

14.3. Place of Jurisdiction

The registered office of TESVOLT is agreed as the place of jurisdiction for all disputes arising in connection with the execution of this contract.