

General Terms and Conditions of Delivery (ALB)

As of January 2026, rev 1– BOS Balance of Storage Systems AG

1. Validity

- 1.1. These terms and conditions (hereinafter also referred to as "GTC") apply to all agreements under which BOS Balance of Storage Systems AG (hereinafter also referred to as "BOS") sells, delivers, or distributes goods to entrepreneurs, legal entities under public law, or special funds under public law () within the meaning of Section 310 (1) of the German Civil Code (BGB) (hereinafter also referred to as "customers").
- 1.2. These General Terms and Conditions, in their latest version, shall also apply to all future transactions between BOS and the Customer without the need for renewed incorporation. The latest version can be accessed at [URL]. The date of conclusion of the respective contract shall be decisive.
- 1.3. Any deviating, conflicting, or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that BOS has expressly agreed to their validity in writing. This requirement of consent shall also apply if the business partner refers to its general terms and conditions during the contract negotiations and BOS does not expressly object to this.
- 1.4. Any reference in these GTC to the application of statutory provisions is for clarification purposes only. Even without such a reference, the statutory provisions shall apply unless they are amended or waived by these GTC.

2. Offers, conclusion of contract

- 2.1. BOS is bound to the offers submitted by BOS for two weeks, unless another deadline for acceptance has been set or the offer has been submitted without obligation.
- 2.2. Late acceptance shall be deemed a new offer and requires acceptance by BOS.
- 2.3. A contract between the parties is only concluded upon acceptance of the offer by BOS. The customer's order is either accepted by BOS by express declaration or is deemed to have been accepted when the ordered services are provided to the customer and accepted by the customer.

3. Delivery, transfer of risk, partial deliveries

- 3.1. The place of performance for all services provided by BOS is its registered office in Ulm.
- 3.2. Unless otherwise agreed, delivery by BOS shall be " Free Carrier" ("FCA ") in accordance with Incoterms 2020 at the registered office of BOS in Ulm.
- 3.3. BOS is entitled to divide agreed deliveries into several partial deliveries at its reasonable discretion.
- 3.4. Unless expressly agreed otherwise, delivery times are only estimates and do not constitute binding delivery deadlines. If binding delivery deadlines are agreed, the start of the delivery period is subject to the clarification of all relevant technical issues.
- 3.5. Compliance with BOS's delivery obligation is subject to the timely and proper fulfillment of any obligations of cooperation on the part of the customer.

Page1 from5

- 3.6. Notwithstanding Section 286 (2) of the German Civil Code (BGB), a delay in delivery by BOS shall always require a reminder.
- 3.7. 8 of these General Terms and Conditions of Business also applies to BOS's liability for damages in the event of a delay in delivery by BOS.
- 3.8. In the event of default of acceptance or other culpable breach of cooperation obligations on the part of the customer, BOS shall be entitled to compensation for the resulting damage, including any additional expenses. BOS reserves the right to assert further claims against the customer. The risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the time of default of acceptance. In all other respects, the statutory provisions shall apply.
- 3.9. If BOS is unable to meet binding delivery deadlines for reasons for which BOS is not responsible (non-availability of the service), BOS shall inform the customer of this immediately and at the same time notify them of the expected new delivery deadline. If it is foreseeable that the service will not be available within a reasonable period of time, BOS shall be entitled to withdraw from the contract in whole or in part. In the event of withdrawal, any consideration already paid by the customer shall be refunded immediately. Non-availability of the service shall be deemed to exist, for example, in the event of late delivery by a supplier of BOS, in the event of the conclusion of a congruent covering transaction by BOS, or in the event of other disruptions in the supply chain due to force majeure. Section 11 remains unaffected.

4. Reusable packaging

Reusable pallets, special crates, and other special packaging intended for repeated use remain the property of BOS and must be returned carriage paid within 8 weeks. If the return is not made on time, BOS reserves the right to charge the customer for the cost of such packaging.

5. Prices, payment

- 5.1. Unless otherwise agreed, prices are quoted as "Free Carrier" ("FCA") in accordance with Incoterms 2020 at the BOS headquarters in Ulm.
- 5.2. Unless otherwise stated, prices are exclusive of sales tax.
- 5.3. Unless otherwise agreed, invoices are payable without deduction within 30 days of the invoice date. In the event of late payment, the statutory provisions shall apply, in particular with regard to interest.
- 5.4. Any cash discount deduction requires an express agreement.

6. Offsetting, right of retention

- 6.1. The customer shall only be entitled to set off rights if their counterclaims have been legally established, are undisputed, or have been recognized by BOS.
- 6.2. The customer is only entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

7. Property rights; software

- 7.1. BOS remains the owner of all industrial property rights and copyrights, unless otherwise agreed in the contract. The granting of licenses to the customer also requires a corresponding agreement.

7.2. The customer has no right to disclosure of the source code of any software that is the subject of the contract.

8. Warranty

- 8.1. The customer's warranty rights presuppose that the customer has duly fulfilled its obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code).
- 8.2. If there is a defect, BOS is entitled, at its own discretion, to subsequent performance in the form of rectification of the defect or replacement delivery within the framework of the statutory provisions.
- 8.3. If the subsequent performance fails, the customer is entitled, at its discretion, to declare its withdrawal from the contract or to demand a corresponding reduction in the purchase price (abatement).
- 8.4. Clause 8 of these GTC applies to claims for damages, including those under the warranty for defects.

9. Liability

- 9.1. The provisions of this Section 8 shall apply to all obligations of BOS to pay damages to the customer, including liability for defects and liability for delay. The limitation of liability under this Section 8 shall also apply to the personal liability of legal advisors, consultants, employees, managers, representatives, and vicarious agents working on behalf of BOS.
- 9.2. In the event of intent or gross negligence on the part of BOS or its representatives or vicarious agents, BOS shall be liable in accordance with the statutory provisions.
- 9.3. In the event of a slightly negligent breach of essential contractual obligations by BOS, its representatives or vicarious agents, BOS's liability shall be limited to the foreseeable and typically occurring damage. Essential contractual obligations are those contractual obligations of BOS that enable the proper execution of the contract, the breach of which jeopardizes the purpose of the contract and on the fulfillment of which the customer therefore relies and may rely.
- 9.4. The liability of BOS (i) for the quality of the goods guaranteed by BOS, (ii) for culpable injury to life, limb, or health, and (iii) under the Product Liability Act remains unaffected and exists to the extent required by law.
- 9.5. Otherwise, BOS's liability for damages is excluded regardless of the legal nature of the claim asserted.
- 9.6. Further legal limitations of BOS's liability remain unaffected.

10. Limitation

- 10.1. Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for warranty claims against BOS is one year from the transfer of risk. Special statutory limitation periods, in particular those pursuant to Section 438 (1) No. 1 and No. 2 and Section 438 (3) BGB, remain unaffected.
- 10.2. The limitation periods under Section 9.1 also apply to other contractual and non-contractual claims for damages by the customer based on a defect in the goods.
- 10.3. Notwithstanding this, the statutory limitation periods shall apply to claims for damages based on intent or gross negligence pursuant to Section 8.2 of these GTC and to claims for damages in the event of injury to life, limb, or health pursuant to Section 8.4 (ii) of these GTC.

10.4. The limitation provisions under this Section 9 shall also apply to the personal liability of legal advisors, consultants, workers, employees, managing directors, representatives, and vicarious agents acting on behalf of BOS.

11. Retention of title

- 11.1. BOS retains title to the goods until all payments under the underlying delivery contract have been received.
- 11.2. If the customer acts in breach of contract, in particular in the event of default in payment, BOS shall be entitled to take back the goods. The taking back of the goods by BOS does not constitute a withdrawal from the contract, unless such a withdrawal is expressly declared by BOS. After taking back the goods, BOS is entitled to sell them. The proceeds from the sale shall be offset against the customer's liabilities, less reasonable costs of sale.
- 11.3. The customer is obliged to treat the goods with care; in particular, they are obliged to 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 this out in good time at their own expense.
- 11.4. In the event of seizures or other interventions by third parties, the customer must notify BOS in writing so that appropriate measures can be taken to protect the reserved property. If the third party is unable to reimburse BOS for the judicial and extrajudicial costs of such appropriate measures, including in particular an action pursuant to § 771 ZPO (German Code of Civil Procedure), the customer shall be liable to BOS for the loss incurred.
- 11.5. The customer is entitled to resell the goods in the ordinary course of business; however, he hereby assigns to BOS all claims in the amount of the final invoice amount agreed with BOS (including VAT) which accrue to him from the resale against his customers or third parties, irrespective of whether the goods have been resold without or after processing. The customer remains authorized to collect this claim even after the assignment. BOS's authority to collect the claim itself remains unaffected by this. However, BOS undertakes not to collect the claim as long as the customer meets its payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended. If this is the case, however, BOS may demand that the customer disclose the assigned claims and their debtors to BOS, provide all information necessary for collection, hand over the relevant documents, and notify the debtor (third party) of the assignment.
- 11.6. The processing or transformation of the goods by the customer is always carried out on behalf of BOS. The customer's expectant right to the goods continues to apply to the transformed item. If the goods are processed with other items not belonging to BOS, BOS acquires co-ownership of the new item in proportion to the objective value of the goods delivered by BOS to the other processed items at the time of processing. The same applies to the item created by processing as to the goods delivered under reservation.
- 11.7. If the goods are inseparably mixed with other items not belonging to BOS, BOS shall acquire co-ownership of the new item in proportion to the objective value of the goods delivered by BOS to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the other item is to be regarded as the main item, it is agreed that the customer shall transfer proportional co-ownership to BOS. The customer shall hold the sole ownership or co-ownership thus created in safekeeping for BOS.
- 11.8. The customer also assigns to BOS the claims to secure BOS's claims against him which arise against a third party as a result of the connection of the goods with a piece of real estate.

- 11.9. BOS undertakes to release the securities to which BOS is entitled at the customer's request insofar as the realizable value of the securities granted to BOS exceeds the claims to be secured by more than 10% or the nominal amount by more than 50%. The selection of the securities to be released is at the discretion of BOS.

12. Force majeure

- 12.1. Neither party shall be liable to the other party for any delay in performance or its inability to perform at all if such delay or inability to perform is due to an event of force majeure, regardless of whether this event of force majeure occurs at the party concerned itself or at one of its subcontractors. In the event of force majeure, the performance period shall be extended by the period for which the force majeure event exists.
- 12.2. Force majeure within the meaning of these GTC shall be any event beyond the control of the respective contracting party which was unforeseeable at the time of conclusion of the contract, and which prevents it from fulfilling its obligations in whole or in part. The following events in particular shall be considered force majeure: acts of war or hostility; sabotage; natural disasters; power, internet, or telecommunications failures through no fault of the party; cyberattacks through no fault of the party; fires, explosions, and floods through no fault of the party; strikes and lawful lockouts; pandemics or epidemics; and other operational disruptions or official orders through no fault of the party.
- 12.3. Section 3.9 remains unaffected.

13. Export control

The parties undertake to comply with the applicable export control laws, in particular those of the Federal Republic of Germany, the European Union, and the United States of America. The parties shall each ensure compliance with the export control obligations within their sphere of influence, including obtaining permits and checking for any restrictions on the import, export, or use of goods.

14. Form of declarations by the customer

All legally relevant declarations and notifications by the customer, such as setting deadlines, reminders, declarations of withdrawal and termination, must be made in writing. Stricter legal formal requirements remain unaffected.

15. Choice of law, place of jurisdiction, severability clause

- 15.1. German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2. If the customer is a merchant, the exclusive place of jurisdiction is Ulm.
- 15.3. Should any provision of these GTC be invalid, the validity of the remaining provisions shall remain unaffected.

Appendices

- (B1) Technical specifications/drawings (per project)
(B2) BOS shipping/packaging specifications
(B3) Service/RMA conditions (if agreed)