

GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale (hereinafter defined as "**General Terms and Conditions**") apply to all orders and/or sales of Products offered by WATTALPS, a *société par action simplifiée* (simplified company limited by shares) with a share capital of 154,851 euros, the registered office of which is located at 410 avenue Aldo Eriani - 38430 MOIRANS, France, registered on the Grenoble Trade and Companies Register under number 837 650 795 (hereinafter referred to as "WATTALPS") to its customers (hereinafter referred to as "the BUYER")

1. Scope of application

The conclusion of the contract implies the acceptance of all these general terms and conditions which prevail over all purchase terms and conditions.

2. Formation of the contract

Any offer by WATTALPS is only valid for a period of three (3) months from the date of its issue, unless otherwise specified in the specific conditions written in the offer. The minimum amount of any order is € 50 excluding taxes and shipping costs.

The contract will only be concluded upon receipt by WATTALPS of a purchase order that complies in all respects with its offer and after written acceptance by WATTALPS or commencement of performance of the contract.

No change between the order and the offer may bind WATTALPS unless it has been formally accepted in writing by WATTALPS.

WATTALPS' orders and/or sales to BUYERS are governed exclusively by the General Terms and Conditions, to the exclusion of any other documents issued by WATTALPS such as instructions, prospectuses, catalogues, documentation and sales documents relating to the Products, which are given for information purposes only and have only an indicative value.

All orders must include the BUYER's order number, the name and position of the person establishing the order, the delivery address and the invoicing address if different from the place of delivery, and the reference numbers of the Products ordered.

Any order from the BUYER is irrevocable, unless otherwise expressly agreed in writing by WATTALPS.

3. Entry into force

The contract comes into force on the day of receipt of the deposit in WATTALPS' bank account and after its signature by both Parties or previously by mutual written agreement of the Parties.

The General Terms and Conditions may be modified by WATTALPS.

The applicable General Conditions are those in force on the day of the date the order is placed by the BUYER.

The BUYER acknowledges having read the General Terms and Conditions before placing the order and having the capacity to contract in accordance with the General Terms and Conditions.

4. Contractual documents - Order of priority

Unless otherwise especially agreed in writing between WATTALPS and the BUYER, any sale of Products concluded and any order of the BUYER's Products implies acceptance of the General Terms and Conditions and waiver by the BUYER of any contrary clause resulting from its own documents.

In the absence of any special agreement, the contract will be formed by the following documents in order of priority:

1. WATTALPS' offer including these General Terms and Conditions
2. The BUYER's purchase order.
3. The BUYER's general terms and conditions of purchase

In the event of a conflict or contradiction in or between these documents, preference will be given according to the priority of each document.

In cases where WATTALPS and the BUYER have entered into a distribution agreement, which governs the conditions under which the BUYER will distribute WATTALPS' products, the provisions of such distribution agreement shall prevail over these general terms and conditions in the event of any conflict.

5. Price

Prices are quoted in euros and payments must be made in euros, unless otherwise specified in the specific conditions of the offer.

Prices are stated exclusive of tax. The prices include, where applicable, the insurance expenses and costs of the Products.

Prices do not include packaging costs imposed by the BUYER.

WATTALPS shall have the right to modify the prices of its Products at any time, in particular in order to take into account the various additional costs related to the final purpose of the Products if this has not been mentioned in the contract.

6. Methods of payment

All payments shall be made in accordance with the terms of payment specified in the contract or offer. Payment of the price of the Products must be made by the BUYER when placing the order by Swift bank transfer or by irrevocable and confirmed documentary credit payable on demand in France.

A partial delivery may give rise to corresponding invoicing.

Any delay in payment shall, at WATTALPS' request, result in the payment of late payment interest at a rate equal to the interest rate applied by the European Central Bank to its most recent main refinancing operation plus ten percentage points on the amount including tax of the contract, without prejudice to any other action that WATTALPS may bring in this respect against the BUYER, as well as the fixed compensation for recovery costs in commercial transactions provided for in Article L.441-6 of the *Code de commerce* (French Commercial Code) in force on the date of issue of the invoice or any provision replacing it, as well as any additional collection costs based on proof. All recovery proceedings costs incurred to recover the sums due shall be borne by the BUYER.

WATTALPS reserves the right in the event of late payment to change the payment terms for future deliveries.

In addition, in the event of non-payment of all or part of the price or any refusal to accept a bill of exchange at the time of its presentation, WATTALPS shall also have the right:

- to suspend or terminate all pending orders, automatically and ipso jure;
- to demand immediate payment of all sums remaining due by the BUYER, automatically and ipso jure, regardless of the method of payment provided for.

It is expressly agreed that WATTALPS shall not be liable for any loss that may result for the BUYER or for third parties from the application of this article, regardless of the consequences, which shall be the exclusive responsibility of the BUYER.

7. Delivery - Transport

Delivery times are given for information and guidance only.

Delays in delivery may not give rise to any penalty or compensation, nor may they justify the cancellation of the order.

The Products will be shipped Ex-Works Moirans (France) pursuant to the International Chamber of Commerce and Industry Incoterms 2010 (Publication No. 715EF), unless otherwise agreed in writing between WATTALPS and the BUYER.

The delivery time proposed or accepted by WATTALPS runs from the receipt by WATTALPS of the BUYER's acceptance of the terms and conditions of the purchase order.

In the case of a documentary credit, the delivery time is counted from the notification to WATTALPS by the notifying Bank of a valid and correctly drawn-up documentary credit.

Partial deliveries are allowed.

As from delivery, as defined above, the Products travel at the BUYER's risk, despite the retention of title clause stipulated herein.

If WATTALPS is required to take charge of the transport of the Products and to entrust their delivery by a carrier, the BUYER undertakes not to give discharge to the carrier until it has ascertained that the Products are complete and in perfect condition. It is the Buyer's responsibility, in the event of damage,

deterioration or loss, to notify its reservations in writing on the delivery note delivered by the carrier and at the latest by registered letter with acknowledgement of receipt or by extrajudicial instrument to the carrier, with a copy to WATTALPS, within three days, not including public holidays, following receipt of the Products, in accordance with Article L.133-3 of the *Code de commerce* (French Commercial Code). If the BUYER does not notify the carrier within these deadlines, the BUYER may no longer dispute any damage or missing items related to transport.

8. Acceptance of Products

Specific conditions may provide for a procedure for the acceptance of the Products. In the absence of specific conditions and without prejudice to the measures to be taken by the BUYER with regard to the carrier as provided for in Article 7 of the General Terms and Conditions, complaints about apparent defects or non-conformity of the Products ordered with regard to the order (in particular quantity or incorrect references or expected performance) or any dispute must be made to WATTALPS in writing within seven (7) days of delivery of the Products.

Any claim made by the BUYER under the conditions described in this article does not suspend payment for the Products by the BUYER.

The characteristics of the Products may be modified by WATTALPS at any time, including after the BUYER's order if the modifications result from the application of standards, legislation or regulations of any kind applicable to the Products.

WATTALPS' offers are subject to the availability of the Products or their components at the time the BUYER places the order.

9. Retention of title

WATTALPS retains ownership of the Products sold until full payment of the principal and price and other charges has been received. Failure to pay by any of the payment deadlines may result in the goods being recovered. However, the BUYER shall bear, from the time of delivery, the risks of loss, theft and damage of the goods sold as well as the damage they may cause. Unless the BUYER incurs its own liability, it undertakes to immediately inform WATTALPS of the possible seizure of the Products or of any action depriving it of the disposal of the latter in their entirety.

10. Software

Some products are sold with associated software, protected by law, which is and remains the property of WATTALPS.

The BUYER has the right to use the software in accordance with the instruction manual and user guide provided by WATTALPS with the Products. The software is delivered on a medium with the Product or can be downloaded from the WATTALPS website (<http://www.wattalps.com>). For registered users, software updates can be downloaded from the WATTALPS website (<http://www.wattalps.com>).

The BUYER undertakes:

- to protect the software from any disclosure or use that would violate a licence relating to it or these general terms and conditions of sale
- to destroy or return the software to WATTALPS upon request by WATTALPS;
- not to reproduce, copy, translate, adapt, change or modify all or part of the software.

The software source code shall not be given to the BUYER.

11. Force Majeure

WATTALPS cannot be held liable for any failure or delay in the performance of its obligations under this contract due to force majeure. In particular, war, attacks, strikes of any kind, fires and natural disasters shall be considered as cases of force majeure.

If the force majeure circumstances continue beyond a period of three months, either party shall have the right to terminate the contract.

12. Warranty

WATTALPS guarantees its Products according to Appendix 1 conditions.

13. Return of products

The Product must be returned in its original packaging and must be drained and clean, i.e. free of any chemical or radioactive product. If the Product contained dielectric liquid, it must be drained and the liquid must be recovered, packaged in a clean container, identified and returned with the Product.

13.1 Product under warranty

No Product shall be returned to WATTALPS by the BUYER without prior written authorisation from WATTALPS called a Return Material Authorisation (RMA). Any return without this agreement will not result in the drawing up of a credit note or a replacement.

In the event of a return authorised by WATTALPS of a Product pursuant to the warranty, the outward carriage costs shall be borne by the BUYER and the return carriage costs shall be borne by WATTALPS. WATTALPS guarantees the repair carried out on the returned Product for three months from the date of repair or replacement. This warranty is not an extension of the warranty referred to in Article 12.

13.2 After the warranty period

No Product must be returned before WATTALPS sends a quotation and it is accepted in writing by the BUYER.

In the event of a return authorised by WATTALPS of a Product that is no longer under warranty, the carriage costs (outward and return) shall be borne by the BUYER.

14. Termination

In the event of non-payment by the BUYER by one of the due dates and fifteen (15) days after a formal notice by registered letter with acknowledgement of receipt has remained without response, the contract shall be automatically terminated by WATTALPS; the BUYER shall, if necessary, compensate WATTALPS for its loss.

In the event of termination, WATTALPS shall have the right to require the BUYER to immediately return the Products.

15. Intellectual property rights

WATTALPS shall remain the owner of all plans, documents, diagrams and studies given to the BUYER unless otherwise stipulated in a contract between WATTALPS and the BUYER; the latter shall refrain from altering, copying, communicating them to third parties for any reason whatsoever or using them for purposes other than those provided for in the order.

The BUYER shall also respect the intellectual property rights of third parties.

16. Methods of communication

Any communication, notification or request shall be deemed to have been duly transmitted by one Party to the other Party if it has been delivered by mail, e-mail or facsimile to the address or fax number indicated by each Party.

In the event that electronic communication of data or drawings is necessary or required, the BUYER shall use a system compatible with that used at WATTALPS.

17. Limitation of liability

WATTALPS shall not be liable for any compensation or indemnification of any kind whatsoever for any indirect loss, including loss of profit, loss of customers, loss of profit or loss of data.

WATTALPS specifically excludes any liability for any representations made by the BUYER or warranties given by the BUYER to its customers.

WATTALPS also disclaims any liability for damage resulting from the use of the Products by any person who has not attended the training provided by WATTALPS when such training is required to use the Products.

The BUYER declares that it operates in strict compliance with the laws and regulations in force, in its capacity as a professional in the sector of vehicles, machinery or electrical products. In particular, the BUYER declares that it has carried out training courses to obtain an opinion on the authorisation to operate on a vehicle, machine or electrical product and such training aimed at raising staff awareness of the risks involved in their use, in accordance with the applicable regulations in force. The BUYER undertakes that WATTALPS will be held harmless and guarantees it against any claim or action by end customers for any dispute related to this subject; in particular WATTALPS shall under no circumstances be held liable in any way whatsoever under the aforementioned training and authorisation obligations.

18. Subcontracting

WATTALPS may use subcontractors.

19. Applicable law

These General Terms and Conditions are subject to French law.

20. Disputes

Disputes relating to the validity, interpretation, execution and/or termination of the General Terms and Conditions and relations between the parties shall fall within the exclusive jurisdiction of the *tribunal de commerce* (Commercial Court) of the place where WATTALPS' registered office is located, even in the event of an action to enforce a warranty or the introduction of third parties, subject to the application of mandatory or public policy provisions.

APPENDIX 1**Guarantee**

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1. General guarantee

The lithium battery system (hereinafter called the "Battery") has a commercial guarantee awarded by WATTALPS to the BUYER's benefit in the following conditions.

The guarantee is as defects only limited to design, manufacture, materials or workmanship. The guarantee does not apply in all cases listed in section 4.

The guarantee of WATTALPS covers a maximum working period of 12 months from Usage Start Date or a maximum discharge corresponding to 220 times the Original Battery Capacity from Usage Start Date, whichever occurs first.

In any case the guarantee covers a maximum period of 18 months from WATTALPS battery delivery date. Usage Start Date is reached after a cumulated discharge corresponding to 20 % of Original Battery Capacity (mentioned on WATTALPS delivery documents).

During the storage period of the battery between Delivery Date and Usage Start Date, the battery has to be stored as specified in the Manufacturer's Manual which will be given to the BUYER by WATTALPS at battery's delivery.

The guarantee is void if the storage conditions given in the Manufacturer's Manual are not fully respected and if the temperature control devices are damaged or removed from the battery.

Except written authorization from WATTALPS the guarantee is void if the Battery is charged with a charging current strictly higher than 0.2 x the Battery capacity in Ah.

In the current state of the art and technology, a reduction in performance is due to normal wear and tear of the Battery, whose capacity and autonomy decline over time and usage intensity. Parameters such as the charging speed, the temperature, the driving/piloting style and the conditions in which the battery is used have a strong influence on the battery aging.

2. Scope

The so-called "Prototype" batteries, by their nature, do not benefit from the Guarantee.

The WATTALPS battery has been designed with the BUYER for a specific machine. A Battery Installation Review has been performed by WATTALPS with the BUYER. The guarantee is only valid for this studied configuration and when the Battery Integration Checklist has been reviewed and validated by all parties.

Any modification on the machine which impacts the battery (power, energy, BMS power supply, communication bus, etc...) or its environment has to be validated by WATTALPS.

The guarantee does not apply to parts directly supplied or unilaterally defined by the BUYER.

3. Guarantee treatment

WATTALPS will only receive claims from the BUYER's plant where the battery is initially delivered by WATTALPS. To benefit from the guarantee :

1. The battery must have kept a readable serial number sticker.
2. No battery module or accessory must have been opened without WATTALPS authorization.
3. The BUYER must send a diagnosis report to WATTALPS.
4. The BUYER must receive WATTALPS guarantee agreement. This agreement will include WATTALPS estimated labor time (Labor cost rate: 40€/h) and spare parts list to be ordered.
5. If needed and asked by WATTALPS, the BUYER must remove the battery pack from the machine and send it to WATTALPS at his own expenses and under its responsibility. The shipment must be made according to the instructions of the Manufacturer's Manual. After reception of the battery, WATTALPS must confirm guarantee acceptance.

When guarantee is accepted by WATTALPS (point 2, here above):

- The BUYER will order the parts to WATTALPS.
- WATTALPS will send the necessary parts to the BUYER.
- The BUYER will assemble the parts and after reparation will send a guarantee reimbursement demand to WATTALPS.

- WATTALPS will reimburse the BUYER according to the guarantee agreement.

When guarantee is confirmed by WATTALPS (point 3, here above):

- WATTALPS will replace or repair necessary parts at its own expenses and at its discretion.
- The BUYER will organize the return of the battery at its own expenses.
- WATTALPS will reimburse the BUYER for labor and shipment costs as described here after.
 - o Labor Cost: 40 €/hour with a maximum of 120 € per battery
 - o Shipment cost for each battery pack: on the basis of actual costs (invoices presentation) limited to max amount given by the graph below:

No other cost refunds will be considered.

If WATTALPS doesn't accept the guarantee after having received BUYER's diagnosis and upon BUYER's request, WATTALPS will make a quotation for replacement and reparation, and will charge the BUYER for battery analysis based on 40€/h limited to 120 €.

If WATTALPS doesn't confirm the guarantee after having received the battery pack, WATTALPS will make a quotation for replacement and reparation, and will charge the BUYER for battery analysis based on 40€/h limited to 120 €.

It is expressly agreed that whatever the work carried out on the Battery under the Guarantee, its effect cannot be to extend the duration of the Guarantee. Particularly, no repairs to or replacement of the Battery will have the effect of running a new period of Guarantee.

4. Elements not covered by the guarantee

The following are excluded from the Guarantee:

- a) Damage resulting from the use of parts and equipment other than original ones or supplied by WATTALPS responding to the same specifications as well as use of a dielectric fluid not supplied by WATTALPS or containing foreign bodies or additives introduced during its manipulation by the user.
- b) The maintenance and adjustments necessary for good running of battery, particularly those mentioned in the maintenance book: verification of the correct functioning of fluid level and good working of thermal system, replacement of hoses of thermal system, electrical diagnostics and updates of electronic programmes, extra dielectric fluid.
- c) Damage and failures with exterior causes that damaged the battery, particularly chemical corrosion, industrial spillage, acids, alkalines, chemicals, resins as well as natural phenomena such as the bird droppings, salt, hail, storm, lightning and other atmospheric hazards.
- d) Damage resulting from an overload, even temporary, in relation to the specifications and regulatory standards applicable to the machine (see Manufacturer's Manual for more information).
- e) Damage resulting from work carried out by the BUYER or a third party outside WATTALPS network such as modifications or changes made to the machine and the Battery outside recommended norms, specifications and WATTALPS accreditation criteria as well as recommendations for assembly, use and maintenance of featured in the Manufacturer's Manual.
- f) Damage caused by improper use or otherwise without respecting the instructions in the manual Installation & Use

- g) Damage caused by a lack of information or improper information given by the BUYER to its own customers
- h) Damage caused by battery transport when organised under the responsibility of the BUYER
- i) Costs resulting from the Vehicle's immobilisation, including direct, indirect or commercial losses, loss of use for the BUYER or its own customers.
- j) Replacement of parts subjected to normal wear and tear related to the vehicle's use if this replacement is not the result of a fault. The following parts are notably concerned: fluid pump, hoses, ...
- k) Damage resulting from road hazards or field hazards, such as an accident, projection of rocks or solid items, impact, scratches, fire, act of vandalism and more generally any event by "force majeure", as recognised by French jurisprudence.
- l) Damage resulting from parking the machine near sources of heat and cold, resulting in the rise or decrease in temperature of the elements outside the range of -20°C to 50°C, or damage resulting from being near water which may come into contact with electrical equipment (crossing fords, flooded areas, etc.).
- m) Damage resulting from not following WATTALPS recommendations concerning immobilisation of the Battery including the consequences of non-compliance with the recommendations of WATTALPS on the state of charge of battery, the periodicity of charge cycles and achieving full charges and any provision specified in the user manual
- n) Damage caused by the products handled by the machine or vehicle.
- o) Damages to the BUYER's private electrical installation or to the Battery or the machine resulting from an abnormal surge or over-current of the electrical network used for charging the Vehicle and use of charging equipment that does not comply with WATTALPS recommendations and with regulatory recommendations (notably compliance with French standard NFC15-100).
- p) Elements of the battery that have been transformed and the consequences of this transformation on the other battery parts and /or electric vehicle parts, or on the characteristics of the latter (damage, premature wear and tear, alterations, etc.).
- q) Fees incurred by the BUYER within the framework of vehicle maintenance, as recommended by WATTALPS.
- r) Damage resulting from poor machine maintenance or lack of maintenance, in particular when the instructions concerning treatments and maintenance frequency, written in the maintenance booklet or the manufacturer's manual, have not been followed.
- s) Damage resulting from using the machine and the Battery in competitive sports of any kind.
- t) Damage resulting from vibrations and noise related to the Battery's operation,
- u) Deterioration such as discoloration, alteration or deformation of parts due to their normal wear and tear.
- v) Damage resulting from a not performing regularly a complete charge (see Manufacturer's Manual). The battery guarantee is then cancelled.
- w) Damage resulting from a period of machine storage higher than one month with an energy gauge out of 30%-50% range (see manufacturer's manual). The battery guarantee is then reduced by 6 months for every month period.

- x) Damage resulting from the achievement of a battery temperature upper than 50°C but lower than 55°C. The battery guarantee is then reduced by 2 months every time this happens.
- y) Damage resulting from the achievement of a battery temperature upper than 56°C. The battery guarantee is then cancelled.
- z) Damage due to the product with a different charger than the model with which the Battery Integration Review has been validated.

And more generally any damage resulting from a force majeure event as defined in article 1218 of the Civil Code.

5. Territorial extent of the Guarantee

The Battery Guarantee is applied to the following territories: European Union (continental Europe), Switzerland and Norway (continental territory).

6. Applicable law and settlement of disputes

The interpretation, publicity, performance and termination of the Guarantee are subject to French law.

DIFFERENCES RELATING TO THE VALIDITY, INTERPRETATION, PERFORMANCE AND/OR TERMINATION OF THE GUARANTEE AND RELATIONS BETWEEN THE PARTIES WILL BE THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT SITTING IN THE PLACE OF THE MANUFACTURER'S REGISTERED OFFICE EVEN IN CASE OF THIRD-PARTY COMPLAINT OR PLURALITY OF DEFENDANTS, SUBJECT TO THE APPLICATION OF IMPERATIVE OR PUBLIC ORDER PROVISIONS.

7. Legal guarantee

The Guarantee applies without prejudice to the provisions relating to the legal guarantee against hidden defects (articles 1641 to 1649 of the Civil Code).

1 Be fit for the usage usually intended for similar goods and, as applicable:

Correspond to the description given by the seller and possess the qualities that were presented to the buyer in a sample or model

Have the qualities that a buyer may legitimately expect given the public claims made by the seller, by the producer or by his representative, particularly in advertising and labelling

2 Or have characteristics defined by mutual agreement by the parties or be suitable for the specific use required by the buyer, of which the seller has been informed and accepted."

Article L. 211-12 of the Consumer Code:

"Proceedings the result of a defect will lapse after a period of two years from the delivery of the goods.