

GENERAL TERMS AND CONDITIONS OF SALES

Article 1. Purpose

This document lays down the General Conditions of Sale and Services (hereinafter referred to as the "GCS") that will regulate all sale transactions between the company AMPERE POWER ENERGY, S.L. (hereinafter referred to as "AMPERE") and the CLIENT. These GCV will automatically become a Contract between the parties, and shall enter into force on the date of acceptance of an Offer by the CLIENT, and will remain in force during the commercial relation between AMPERE and the CLIENT.

Therefore, the acceptance of an Offer by the CLIENT implies the acceptance of the present GCS, which will govern the Product's supply unless a specific condition was expressly included in the Order Acceptance.

It is considered that these GCS have been communicated to the CLIENT from the moment he has been informed the Web page where they are located, or from the moment the mentioned GCS are received by the CLIENT in the course of its business relationship with AMPERE. AMPERE reserves the right to modify the GCS at any time. Last version: September 2018.

These GCS will remain in force unless there is a specific agreement by and between AMPERE and the CLIENT expressly included in the Order Acceptance.

AMPERE and the CLIENT will henceforth be jointly referred to as "the Parties".

As used in these GCS and any Order or Offer, the following words will have the meanings given hereunder:

"Offer": Means the document offering to supply the Product drawn up by AMPERE and sent to the CLIENT which includes the technical features of the product, as well as the number, prices, delivery deadline and validity.

"Offer Acceptance or Order": Means the document accepting the Offer and through which the CLIENT formalizes each request for a Product, in accordance with the terms included in the Offer and these GCS.

"Order Acceptance": Means the document in which AMPERE accepts the Offer Acceptance or Order placed by the CLIENT in accordance with the conditions set forth in the Offer and with these GCS. The Offer Acceptance or Order will not be enforceable or valid unless the Order Acceptance has been communicated by Ampere to the CLIENT.

"Product": Means the set of AMPERE goods which technical features are established in the Offer from AMPERE.

AMPERE hereby reserves the right to introduce changes in the quality of materials or in the configuration of the Product, providing these changes do not affect the warranty and proper operation of the Product.

"Business Day": Means any day (except Saturday or Sunday) which is not a bank holiday in the city of Valencia (Spain).

Article 2. Term

The GCS will enter into force on the date of the acceptance of the Offer by the CLIENT and will remain in force during the commercial relation between AMPERE and the CLIENT, as established in the Offer.

Article 3. Contracting Process: Offers and Orders

The Offer, which will include the technical features of the product, as well as the number, prices, delivery deadline and validity, will be sent to the CLIENT by AMPERE.

The CLIENT will proceed, if applicable, to accept the Offer and to make the specific Order (Offer Acceptance or

Order) or product request in accordance with the present GGV.

The Offer Acceptance or Order and the Order Acceptance must always be done in writing, by fax or by e-mail.

The acceptance of an Offer by the CLIENT implies the acceptance of these GCS, which must be understood as forming part of each Offer and each Order Acceptance, even if there is no express reference to them in these documents. Therefore, all terms, conditions and specifications included or attached to the CLIENT's order will not be enforceable or valid unless they have been included in the Order Acceptance from AMPERE.

Orders made by any CLIENT will represent a firm purchase commitment by this party, however they will not be understood as accepted by AMPERE until Ampere notifies the Order Acceptance in writing, by fax or e-mail.

In the event of an agreement, AMPERE will send to the CLIENT the Order Acceptance in accordance with the conditions set forth in the Offer and with these GCS, unless the parties agree on any specific condition, which in any case, will have to be expressly included in the Order Acceptance.

Article 4. Delivery Deadlines, Transportation and Acceptance

The delivery deadlines established in the Offer will be understood as approximate, for guidance purposes; the specific delivery deadlines will therefore be confirmed by AMPERE with the Order Acceptance and will be calculated from the business day following the date on which the CLIENT has received the Order Acceptance.

AMPERE shall not incur any penalty, sanction or obligation for compensation for unforeseen and duly justified situations that prevent timely delivery of the Order. Specifically, it will not incur any penalty whatsoever in the event of delay in sending the Order as a consequence of delay or non-supply, by AMPERE's suppliers, of the components required to manufacture the Product.

By default, the Product will be delivered to the CLIENT Ex Works (Puzol) (EXW Interpreted in accordance with the Incoterms in force on the date of Order Acceptance). For this reason, the Prices established in these GCS do not include transportation, loading and unloading, insurance to the delivery address.

The CLIENT will be entitled to cancel the Order placed only in the event of a clear breach by AMPERE with respect to the delivery deadline of the totality of the Product, and only if this failure to deliver within the established deadline (i) is not redressed within a reasonable period or (ii) is unjustifiable in accordance with the provisions set forth in these GCS. By the same token, AMPERE hereby reserves the right to extend the delivery deadline of the Product during the period in which the CLIENT is in a situation of breach of any obligation assumed with AMPERE. This is without prejudice to the right to terminate Order Acceptance in accordance with the provisions laid down in these GCS.

The CLIENT will be obliged to immediately check the condition of the Product received. In the event that all or part of the Product is damaged, the CLIENT will notify AMPERE in writing of this within a maximum term of ~~forty-eight (48) hours~~, expressly placing on record the defects detected. After this time, the Product will be understood as accepted by the CLIENT.

If within the term of forty-eight (48) hours mentioned in the above paragraph the CLIENT

communicates to AMPERE a significant defect in the Product received, AMPERE reserves the right to opt between repairing the defective Product, substituting it with another equivalent Product or accepting the return of it.

AMPERE reserves the right to make partial deliveries and invoice such deliveries separately. These partial deliveries shall not relieve the CLIENT of its obligation to purchase the remaining amount of Product specified in the Order.

Article 5. Price and Terms of Payment

The price of the Product will be set forth in the Offer and confirmed in the Order Acceptance. The reference price will always be EXW, excluding taxes, additional packaging, transportation, *inter alia*, unless the Parties agree in writing to establish other conditions and these are expressly included in the Order Acceptance.

The CLIENT will pay one hundred (100%) per cent (including taxes) of the price in cash or through bank transfer at the time of the shipment of the Product by AMPERE.

All payments shall be made in Euro currency.

The invoice will be issued once the amount has been deposited in AMPERE's bank account.

The Product will continue to be the property of AMPERE until all amounts owed by the CLIENT regarding the corresponding Order Acceptance or to previous Order Acceptances have been paid in full by the CLIENT to AMPERE, including, if appropriate, related damages, costs, default interest or any other amounts owed by the CLIENT to AMPERE.

AMPERE will notify the CLIENT, by fax or e-mail, of the availability of the Product following manufacture of the same. The CLIENT hereby undertakes to AMPERE that the former will take possession of the Product, as well as make payment of the final invoice, within a maximum term of FORTY-EIGHT (48) hours following the time AMPERE has notified the CLIENT stating Product availability. Otherwise, AMPERE will be empowered to store this Product in a warehouse on behalf of the CLIENT, as well as demand payment, including storage costs, as if the product had been effectively delivered. If within a term of five (5) calendar days from finalization of the aforementioned forty-eight (48) hour period the CLIENT has not made the payment of the Product, AMPERE will be empowered to freely make use of this Product. However, AMPERE hereby undertakes to supply the Product set forth in the "Order Acceptance" document within thirty (30) calendar days from the date of payment of the Product.

In the event the CLIENT fails to make payment of the amount established in the Order acceptance by due date, without prejudice to any other right or remedy available, AMPERE will be entitled to increase the unpaid amount, without prior notification, by a yearly interest rate amounting to EURIBOR + 5 BP. Additionally, in the event of an action undertaken by AMPERE in order to obtain the enforcement of the abovementioned payment, the CLIENT shall bear the costs (including procedural cost and fees of external counsels) incurred in the framework of such action.

Article 6. Warranties

The warranty granted by AMPERE to the CLIENT will apply in the event that the Product represents any hidden defects or any defects that appear after its delivery, which would render it unsuitable for fulfilling the functions for which it was manufactured, with the limitations and exclusions set forth in the conditions established in each warranty document for each Product delivered.

Hereinafter, the "CLIENT" will mean the natural or legal person who purchased the Product directly from AMPERE or through an authorised distributor, for the use for which it was manufactured, that is, as an Energy Storage System, all this in accordance with the Product's technical terms and conditions.

AMPERE will provide the CLIENT with a limited Warranty jointly with the invoice. The Warranty shall be available in AMPERE web site (www.ampere-energy.com).

AMPERE provides the CLIENT with a Product Warranty and a Performance Warranty for the Product. Hereinafter, the Product Warranty and Performance Warranty will be jointly referred to as the "Warranty".

1.1. Product Warranty

Ampere guarantees that the Product (not its installation) will be free from material and workmanship defects for a period of three years, with the exception of the built-in inverter, which will have a five-year warranty. The warranty period begins on the date on which the CLIENT purchased the product, although it will have a maximum duration of three years and three months from the date on which the Product was shipped from AMPERE's factory, with the exception of the inverter, whose Product warranty is for a term of five years plus three months from the date on which the Product was shipped from AMPERE's factory. Should the Product have been sold through an authorised dealer, at the time of its purchase, the CLIENT would have been informed, by the Product's distributor or seller, whether the date that the Product was sent from AMPERE's factory was within three months from the date of purchase, and therefore whether the duration of the Product's Warranty will be less than three years from the date of purchase of the Product, or, in the case of the inverter, less than five years from the date of purchase of the same.

1.2. Performance Warranty

The Performance Warranty applies to the Battery Module incorporated within the Product.

AMPERE guarantees to the CLIENT that the Battery Module incorporated within the Product can provide, in a single complete discharge cycle, for 10 years from the date on which the CLIENT purchased the Product, a useful energy equal to at least 70% of the initial useful capacity. However, this guarantee is limited to a maximum of 10 years and three months from the date on which the Product was shipped from AMPERE's factory.

The initial useful capacity of the Battery Module is 3 KWh for Sphere S 3.3 and Square S 3.3, 6 KWh for Sphere S 6.3, Square S 6.3 and Square 6.5 S, and 12 KWh for Tower S 12.3 and Tower S 12.5. The term "useful capacity" describes the amount of energy that can be used from the Battery Module when fully charged, in other words, it is the amount of energy that it can supply during a complete discharge cycle.

AMPERE's sole liability under this Warranty, apart from those established by law, will be to undertake the repair of the Product, or the Battery Module, or to replace the same. Should said repair or replacement be unreasonable or unfeasible, AMPERE reserves the right to choose between supplying a similar replacement Product or Battery Module, providing the same or equivalent functions or reimbursing the Product or Battery Module's residual value to the CLIENT.

The CLIENT will inform AMPERE about any Product defects within a period of 15 calendar days from the date on which it became evident, with an exhaustive description of its nature together with any evidence or proof and allow AMPERE to inspect and correct said defect by placing the Product at its disposal.

Any repairs will take place at the CLIENT's premises, unless AMPERE decides to undertake a repair at its own premises because circumstances so determine or advise. The CLIENT is not authorised to repair the Product themselves or use a third-party unauthorised by AMPERE to do so, or to unilaterally send the Product to be repaired or replaced, unless AMPERE has given them explicit instructions in this regard.

Any replacement or repair will have a warranty lasting for the period remaining until the expiry of the original warranty.

In the event that, after checking the product, AMPERE or the technical Service Provider designated by the same should determine that the Product is not defective, AMPERE or the Service Provider will be entitled to charge the customer a fee for carrying out said checks.

The warranty does not cover damage or defects due to: (i) Incorrect handling or maintenance of the Product which breaches the installation and operation instructions provided by AMPERE, (ii) Repair or modification of the Product by any technical service without the prior approval of AMPERE or due to addition or use of equipment that differs to the equipment used by AMPERE, (iii) Inappropriate transport, or improper storage or conservation of the Product, (iv) Abuse, misuse or negligent use of the Product or use of the Product in an inappropriate environment, (v) Any defect in the Product produced by atmospheric discharges, fire, flood, accidental breakage, actions by third parties and/or any other event or accident outside AMPERE's reasonable control which has not been caused under normal installation or operation conditions, (vi) Defects or non-conformities which are caused by normal wear and tear, either ordinary wear and tear due to operation or external causes, or extraordinary wear or damage due to overload operation, misuse or external causes such as excessive moisture, dust, corrosive agents, electromagnetic fields, static electricity, higher-level system failure, use of a higher-level system that fails to meet requirements, variations in power quality or faulty Internet connection, (vii) Use of the Product in devices or applications not allowed by the Product data sheet, (viii) Installation and use of the Product outside the European Community territory, (ix) faults caused by accidents or force majeure.

The Product whose series number has been manipulated or is not unequivocally identifiable will be outside the scope of this guarantee.

Article 7. Limitations of liability

AMPERE maximum liability for any claim made under these CGS shall be quantitatively limited to the purchase price (to which the claim relates) paid by the CLIENT.

AMPERE will only be liable, according to the above mentioned paragraph, for direct damages actually caused to the CLIENT, therefore, in no event shall AMPERE be liable for any special, incidental or consequential damages, including, without limitation, lost profits, loss of business, loss of use, data or other commercial damages, economic advantages damages, as well as moral damage or reputation that the CLIENT may have suffered. The CLIENT knows and accepts such limitations of liability that shall also apply with respect to its customers and third parties.

Article 8. Insurance

Each party will take out the necessary insurance policies in accordance with applicable legislation and good practice and will keep these insurance policies in force.

Article 9. Force Majeure

Force majeure is any unforeseen event or event which, although foreseeable, could not be avoided, and which makes it extraordinarily difficult or impossible for either Party to comply with their obligations. For these purposes, force majeure will not include delay in receiving the Product by the CLIENT, or those circumstances not notified to AMPERE within a term of five (5) days from the occurrence of the grounds for force majeure. This notification must place on record the anticipated duration as well as the alternative measures adopted or which may be adopted to solve or reduce as far as possible the inconveniences that this force majeure may cause.

Whenever an event of force majeure occurs, the period for compliance will likewise be extended to the number of days during which force majeure has lasted. In the event that force majeure lasts beyond ninety (90) days or if, given the circumstances, it is obvious that it will last ninety (90) days, either party may cancel the Order through written notification to the other party.

Article 10. Assignment

The CLIENT cannot assign, transfer, replace or subrogate the rights and obligations assumed by this contract, without the express written consent from AMPERE.

Article 11. Confidentiality

All documentation, regardless of its nature or format, attached by AMPERE to the Offer or the Order Acceptance will be considered "confidential information"; therefore, the CLIENT is hereby obliged not to use or disclose this confidential information to third parties, or the existence of the commercial relationship with AMPERE.

The disclosure of confidential information by the CLIENT to his employees will only be carried out on a need-to-know basis for satisfying these GCS. Under all circumstances the CLIENT hereby warrants that these employees will abide by the nondisclosure obligation set forth in the previous paragraph.

Article 12. Termination

In the event that either Party: **(i)** substantially breaches any of the obligations assumed by virtue of the Order, or all or part of the clauses of these GCS; **(ii)** extinguishes its legal personality; **(iii)** ceases its activities on whatsoever grounds; or **(iv)** if any circumstance should arise that makes uninterrupted compliance with the obligations assumed by virtue of the Order so complicated that it cannot be reasonably anticipated that it can continue to satisfy these, the party that is not in breach will be empowered to cancel the Order at no cost, by providing the party in breach with written notification at least thirty (30) days beforehand.

Article 13. Severability

When any clause set forth in these GCS is declared null or unenforceable, in full or in part, this nullity or non-enforceability will not extend to the remaining clauses, which will remain in force; the Parties will agree to replace any clause that becomes null or unenforceable with another valid clause as similar as possible in meaning.

Article 14. Industrial and intellectual property rights

The purchase of the Products only grants the CLIENT the right to use these products in accordance with the purpose for which they are fit and under no circumstance confers any industrial or intellectual property right whatsoever over these Products, over the technologies employed in these Products or over the trademarks belonging to AMPERE. In general, this purchase does not empower the CLIENT to carry out any reverse engineering procedures on these Products.

By the same token, the CLIENT hereby recognizes that Acceptance of the Offer does not grant this party the right to use or discover any kind of know-how, trade secrets or confidential information belonging to AMPERE or the right to make use of the descriptions and technical information contained on the Products except for the purpose of assembling, operation, maintenance and dismantling the Products.

Article 15. Non-waiver

Any waiver by AMPERE to the exercise of any of its rights will not imply a relinquishment to these or restrict the exercise of those rights at a future date.

Article 16. Applicable Law and Competent Jurisdiction.

The Order, together with these GCS, as well as any other contractual relationship established by and between the Parties with regard to the Order, will be subject to and interpreted in accordance with Spanish legislation.

The Parties, with express waiver to any other jurisdictional privilege to which they may be entitled, hereby expressly submit to the Courts and Tribunals of Valencia (Spain), for any disputes and/or litigation that may arise through the interpretation of, validity of or compliance with these GCS.

Article 17. Protection Data

AMPERE is committed to complying with the provisions contained in Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of

such data (hereinafter, "**GDPR**") with respect to any personal data that may be processed by it.

CLIENT data will be used in order to maintain the business relationship with the client, provide the contracted services, improve the product's performance, use and usability, assist the diagnosis of possible problems with the product, as well as enabling the software included in the product to be updated, and prevent it from being shared with third parties, except for data that must be transferred to third parties in accordance with the applicable regulations. AMPERE, in addition to the product's delivery, will provide after-sales and customer care services as well as monitor the product's performance. The CLIENT, when accepting these GCS, expressly consents to the collection and processing of their personal data, as well as the results obtained from the product's performance, which will be processed in accordance with the regulations by AMPERE, which is responsible for the handling of said data.

AMPERE hereby informs the CLIENT that they have the right to obtain information about the existence of the processing of their personal data and to access any information and personal data that AMPERE has in its possession, and request that inaccurate data be corrected or, where appropriate, request it be erased, when, among other reasons, the data is no longer necessary for the purposes for which it was collected or the person concerned withdraws the consent that they had previously granted. In certain cases, the applicant may request that processing said data be limited, in which case, the data will only be retained in accordance with current regulations. In some cases, they may exercise their right regarding data portability, and the data will be handed over to them or the new designated data controller in a suitable commonly used or machine readable format. They are entitled to revoke their consent at any time for any of the processing for which they previously granted it.

AMPERE has forms available allowing any of these rights to be exercised, so please contact us at the following e-mail address info@ampere-energy.com and request the form you require. Similarly, you can use those provided to data subjects by the Spanish Data Protection Agency or by third parties. These forms must be signed electronically or accompanied by a photocopy of the National ID Document. If acting through a representative, it must also be accompanied by a copy of their National ID Document or electronic signature. The forms must be submitted in person to AMPERE's registered address given above or, where appropriate, sent by e-mail. You have the right to file a complaint with the Spanish Data Protection Agency, should you believe that your request for your rights has not been appropriately addressed. AMPERE's resolution deadline is one month, starting from the effective date of receipt of your request by us.