Terms & Conditions
AZUR SPACE Solar Power GmbH
Theresienstrasse 2 · D-74072 Heilbronn, Germany

Version 20251203

I. Scope of Application

1. These Terms & Conditions shall apply to all deliveries and services of AZUR SPACE Solar Power GmbH (hereinafter: "**AZUR SPACE**") in national and international business transactions with companies, legal entities under public law and special funds under public law (hereinafter: "**Customer**"). These Terms & Conditions shall apply exclusively, even if they are not expressly mentioned in subsequent contracts with the Customers.
2. Conflicting, additional or deviating terms and conditions of the Customer shall not become part of the contract unless AZUR SPACE has expressly agreed to their applicability in writing. These Terms & Conditions shall also apply if AZUR SPACE performs a delivery to the Customer without reservation in awareness of the Customer's conflicting or deviating terms and conditions. Additional or deviating agreements to these Terms & Conditions, which are agreed between AZUR SPACE and the Customer for the execution of a contract, must be set out in writing in the contract.
3. Rights to which AZUR SPACE is entitled under the statutory law beyond these Terms & Conditions remain unaffected.

II. Conclusion of Contract

1. Offers and cost estimates from AZUR SPACE are subject to change and non-binding, unless they are expressly designated as a binding offer.
2. Illustrations, drawings, weights and dimensions as well as other descriptions of the delivery or service from the documents belonging to the offer are only approximate unless they are expressly designated as binding by written or confirmation. They do not constitute an agreement or guarantee of a corresponding quality of the delivery or service. If the intended quality of the delivery or service has been bindingly agreed with the Customer, changes by AZUR SPACE remain permissible insofar as they are made on the basis of mandatory legal regulations and are reasonable for the Customer. AZUR SPACE reserves the right to make changes to the design and shape of the goods, provided that the changes are not significant and are reasonable for the Customer. In the event of unreasonableness, the Customer shall be entitled to withdraw from the contract. Further claims are excluded.
3. AZUR SPACE reserves unrestricted rights of ownership, copyright, exploitation and usage of any drawings, cost estimates or other documents; they may not be made available to any third parties without the prior consent of AZUR SPACE and shall, upon request, be returned without undue delay to AZUR SPACE if the contract is not awarded to AZUR SPACE.
4. The quality of the goods owed shall be conclusively agreed in the order and order confirmation.
5. An order shall only become binding once it has been approved and confirmed by AZUR SPACE by means of a written order confirmation. Silence on the part of AZUR SPACE in response to offers, orders, requests or other declarations by the Customer shall only be deemed acceptance if this has been expressly agreed in writing. Insofar order confirmation contains obvious errors, typing or calculation errors, it shall not be binding for AZUR SPACE.

III. Delivery Conditions and Periods; Delay

1. Unless expressly agreed otherwise, delivery shall be ex works (EXW – Incoterms® 2020), Theresienstrasse 2, 74072 Heilbronn, Germany. At the Customer's request and expense, the goods will be shipped to another destination (hereinafter: "**sale to destination**"), whereby AZUR SPACE is entitled in this case to determine the type of shipment itself. At the Customer's request – and at his expense – the goods shall be insured against the risks to be specified by the Customer by means of transport insurance.
2. AZUR SPACE's written order confirmation shall be authoritative for the scope of delivery. Changes to the scope of delivery requested by the Customer, as well as to the delivery item itself, require written confirmation from AZUR SPACE to be legally effective.
3. AZUR SPACE is entitled to effect partial deliveries if this is reasonable for the Customer.
4. The agreement of delivery times must be made in writing. Delivery times are non-binding unless they are expressly designated by AZUR SPACE as binding.
5. A delivery time begins on the date at which the agreement between AZUR SPACE and the Customer on the order is available in writing and with the dispatch of the order confirmation by AZUR SPACE respectively, but not before the complete provision of any documents, approvals and releases to be procured by the Customer, the receipt of an agreed down payment or advance payment and the timely and proper fulfilment of any other acts of cooperation by the Customer. Should these responsibilities not be met on time, the delivery time will be extended accordingly.
6. Agreed delivery times are deemed to have been met if AZUR SPACE makes the goods available at the named place of delivery by the time the delivery times expire or – in the case of a sale to destination in accordance with Section III paragraph 1 sentence 2 – hands them over to the person designated to carry out the transport or the customer has announced his refusal of acceptance. Delivery is subject to correct and timely delivery to AZUR SPACE. AZUR SPACE shall inform the customer immediately of the non-availability of the delivery item and, in the event of cancellation, reimburse the corresponding consideration to the Customer without delay.
7. If non-compliance with the delivery times is due to force majeure within the meaning of Section V, the agreed delivery periods shall be extended by the duration of the hindrance. This also applies to industrial action affecting AZUR SPACE and its suppliers.
8. Notwithstanding the provisions in Section 11 paragraph 1, the Customer is obliged to inspect the goods upon delivery for externally recognisable damage and to notify the carrier executing the delivery of any damage and to have a corresponding written confirmation issued. If the Customer does not meet this obligation, he shall be obliged to compensate AZUR SPACE for the resulting damage.

IV. Transfer of Risk

1. The risk of accidental loss or accidental deterioration of the goods shall pass to the Customer as per the Incoterms in accordance with Section III paragraph 1 sentence 1. This also applies for partial deliveries
2. When goods are made available by AZUR SPACE according to the Incoterms and the Customer is not in conditions to receive them, penalty may apply with the following rules : 0.5% of the net price of the delivery per day of delay, up to a maximum of 5% of the net price of the delivery. AZUR SPACE

reserve the right to claim further damages provided evidence of these damages is given. The risk of accidental loss or accidental deterioration of the goods shall pass to the Customer at the point in time at which the Customer is in default of acceptance. Upon the occurrence of default of acceptance, the goods shall be deemed to have been delivered, in particular regarding the warranty periods and the obligation to pay.

3. Delivered goods shall be accepted by the Customer without prejudice to his claims for defects even if they have minor defects. The Customer shall also be obliged to accept delivery if the goods made available show quantity deviations of up to + 5% or if the goods made available were delivered insignificantly too early. For supply of customized goods specially manufactured for him, the Customer shall also be obliged to accept delivery if the goods made available show quantity deviations of up to + 10%.

V. Force Majeure

1. If AZUR SPACE is prevented by force majeure from fulfilling its contractual obligations, in particular from delivering the goods on time, AZUR SPACE shall be released from the respective obligation to perform for the duration of the hindrance and a reasonable start-up time, without being obliged to pay damages to the Customer. The same applies if AZUR SPACE's fulfilment of its obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which
2. All unusual, unforeseeable events that are independent of the will and influence of AZUR SPACE and the Customer, such as in particular natural disasters, war, terrorist attacks, sabotage, political unrest, epidemics, official measures, embargoes and other import and export restrictions, blockades, strikes, lockouts and other industrial action are considered force majeure. The following events can also be considered as Force Majeure : official measures (regardless of their legality), official orders, measures or restrictions due to an epidemic (e.g. the COVID-19 pandemic), lack of energy, lack of means of transport, power failure, failure of telecommunications connections.
3. AZUR SPACE shall inform the customer promptly of the occurrence of an event of force majeure.
4. AZUR SPACE shall be entitled to withdraw from the contract if an obstacle to performance within the meaning of this Section V lasts longer than three (3) months and the fulfilment of the contract becomes impossible for AZUR SPACE in accordance with Section 275 of the German Civil Code (BGB). The Customer shall be entitled to withdraw from the contract if an obstacle to performance within the meaning of this Section V lasts longer than three (3) months and the Customer is no longer interested in the performance as a result.

VI. Prices and Terms of Payment

1. All quotations are provisional. Prices are per default quoted in Euro (€) net of the Value Added Tax at the statutory rate applicable on the date of invoicing. Prices are quoted ex works (EXW – Incoterms® 2020), Theresienstrasse 2, 74072 Heilbronn, Germany. Special packaging will be charged to the customer. Special conditions may apply to export deliveries.
2. The agreed prices as stated in the order confirmation shall apply, plus Value Added Tax if the transaction is subject to tax.
3. If there are more than four (4) months between the order confirmation and the delivery and if price increases occur during this period, in particular due to wage increases, increases in raw material costs, general price increases due to inflation or comparable circumstances, AZUR SPACE shall be entitled to charge a correspondingly higher price. This shall also apply if the raw material prices of the goods concerned or other significant cost factors such as, in particular, energy, labour, transport

or insurance costs change significantly (i.e. by at least 5%) after AZUR SPACE has submitted the offer and confirmed the order; AZUR SPACE shall then be entitled to increase the prices appropriately to the extent that they are affected by the cost increase. In doing so, AZUR SPACE shall take into account the legitimate interests of the Customer, in particular with regard to any obligations already entered into by the Customer to resupply the goods at a certain price.

4. Irrespective of the date of receipt of the goods, payment shall be due 30 days from date of invoice without any reductions. Payment is deemed to have been made when AZUR SPACE can dispose of the amount. If the Customer is in default of payment, AZUR SPACE shall be entitled to demand immediate payment of all claims arising from the business relationship, even if these are not yet due.
5. AZUR SPACE shall have the right to request an appropriate pre-payment of the total invoice sum from the Customer before dispatch of the goods insofar as pre-payment has been agreed between the parties or it becomes apparent after conclusion of the contract that the claim for payment of AZUR SPACE is jeopardised by the Customer's inability to perform. When a pre-payment is not or insufficiently made within the indicated timescale, AZUR SPACE shall have the right to withdraw from the contract without further explanation.
6. For delayed payment, interest will be charged at the rate of the current statutory interest rate without prejudice to other damage claims.
7. The Customer may set off only those claims that are either undisputed or legally established without the possibility of recourse.

VII. Retention of Title

1. After the handover of the delivery @ AZUR SPACE to the appointed forwarder (EXW), the goods are the property of the customer. In case the customer is unable to duly pay, the goods must be returned to AZUR SPACE.
2. Retention of title also applies to the full value of goods which are manufactured through processing, mixing or incorporation of the goods delivered by AZUR SPACE and AZUR SPACE is to be regarded as the manufacturer.
3. Where, as the result of processing, mixing or incorporating with their goods, third parties' property rights remain valid, AZUR SPACE assumes property rights in the processed good in relation to the invoice value of the goods delivered by AZUR SPACE.
4. The Customer is permitted to process or sell the goods in connection with his normal business. He is not permitted to mortgage the goods or to transfer them as a security.
5. Should the Customer not fulfil his payment and other obligations implied under retained property rights, his possession of the goods ceases and AZUR SPACE shall be entitled to demand their immediate return regardless of any objections or arguments. Unless otherwise stated by AZUR SPACE, repossession of the goods does not represent a withdrawal from the contract, it represents merely security for the claims of AZUR SPACE. The Customer remains obliged to fulfil the contract.
6. When the goods are sold, the Customer is obliged to protect the property rights of AZUR SPACE. The Customer transfers to AZUR SPACE as security and in advance, claims from the further sale against third parties in total or to the value of the co-ownership share of AZUR SPACE. Until revocation of his authorisation or cessation of his payments to AZUR SPACE, the Customer is authorised to collect these debts on the account of AZUR SPACE. The Customer is not permitted to transfer this claim, even for the purpose of debt reduction by way of factoring, unless the factor is simultaneously obliged to transfer to AZUR SPACE that part of the debt due directly to AZUR SPACE for as long as a claim by AZUR SPACE on the customer exists. Access by third parties to the goods

and claims belonging to AZUR SPACE are to be communicated by the Customer to AZUR SPACE in written form.

7. The Customer bears the cost of return transport in case of repossession, regardless of whether cancellation of the contract is declared or not.

8. Through reimbursement for the cost of tooling, the Customer does not acquire any right to the tooling itself. This remains the property of AZUR SPACE.

9. At the Customer's request, AZUR SPACE shall be obliged to release existing securities to the extent that the realisable value of the securities, taking into account customary bank valuation discounts, exceeds the claims of AZUR SPACE arising from the business relationship with the Customer by more than 10%. The selection of the securities to be released is up to AZUR SPACE.

10. For the duration of AZUR SPACE's ownership rights the Customer is obliged to inform the AZUR SPACE in writing of any execution orders against the goods in delivered or processed state or against the transferred security claims under extended ownership. In case of compulsory execution, the Customer has to take all necessary measures to protect the rights and interests of AZUR SPACE and to prevent any limitation of them. The costs of any such intervention are to be borne by the Customer.

11. In case of cessation of payment, the Customer is obliged to immediately separate goods delivered by AZUR SPACE which are still available and to send to AZUR SPACE an accurate inventory list. Repossession of the goods under retention of title by AZUR SPACE is only regarded as a cancellation of the contract when such cancellation is expressly stated.

VIII. Warranty

1. The Customer's rights in respect of defects presuppose that he has complied with his statutory obligations of inspection and notification of defects (Sections 377, 381 of the German Commercial Code), in particular that he inspects the delivered goods immediately upon receipt and that he immediately notifies AZUR SPACE in writing of obvious defects and defects that were recognizable during such an inspection. The Customer must notify AZUR SPACE of hidden defects in writing immediately after their discovery. The notification shall be deemed immediate within the meaning of sentence 1 if it is made within eight (8) working days, whereby the receipt of the notification by AZUR SPACE shall be decisive for compliance with the deadline. If the Customer fails to properly inspect the goods and/or report defects, AZUR SPACE's liability for the defect shall be excluded. The Customer shall describe the defects in writing when notifying them to AZUR SPACE.

2. In case of the notification of a justified defect without doubt, AZUR SPACE is entitled to replace the defect parts (FOB) or raising a credit note. Unjustified notifications of defect shall entitle AZUR SPACE to demand reimbursement of the expenses incurred from the Customer, unless the Customer proves that it is not at fault with regard to the unjustified notice of defects.

3. Claims for subsequent performance are excluded in the case of minor deviations that are reasonable for the Customer.

4. In the event of defects in the goods, AZUR SPACE shall be entitled, at its own discretion, to provide subsequent performance by remedying the defect or delivering defect-free goods.

5. If the goods are not at the place of delivery, the Customer shall bear all additional costs incurred by AZUR SPACE in remedying defects, unless the transfer to another location is in accordance with the contractual use.

6. Warranty rights do not exist

– in the event of defects arising after the transfer of risk as a result of improper handling (e.g. deviating from the operating instructions), improper storage or care or excessive strain or use;

– in the event of defects that arise due to force majeure, special external influences that are not provided for in the contract, or due to the use of the goods outside the use provided for in the contract or the normal use.

7. AZUR SPACE shall not be liable for defects that are based on the fact that the Customer requests processing or choice of material that deviates from AZUR SPACE's specifications.

IX. Liability

1. AZUR SPACE shall be liable in accordance with the statutory provisions for damages resulting from injury to life, limb or health as well as in the event of intent and breach of guarantees.
2. Otherwise, AZUR SPACE's liability for breaches of duty and AZUR SPACE's non-contractual liability shall be limited to intent and gross negligence. Excluded from this limitation of liability is the breach of essential contractual obligations or other obligations whose fulfilment is essential for the proper execution of this contract and on whose compliance the contractual partner regularly relies and may rely (so-called cardinal obligations). In this case, AZUR SPACE shall also be liable in the event of simple negligence for its own fault and for the fault of its ordinary vicarious agents.
3. In the event of liability pursuant to paragraph 2 of this Section IX the damages shall be limited to the loss which AZUR SPACE foresaw as a possible consequence of the breach of contract at the time of conclusion of the contract or should have foreseen, taking into account the circumstances which AZUR SPACE knew or should have known.
4. The provisions of the above paragraphs 1 to 3 of this Section IX shall also apply to the liability of AZUR SPACE for non-compliance with agreed delivery times.
5. AZUR SPACE's liability under the German Product Liability Act (ProdHaftG) shall remain unaffected by the provisions of the above paragraphs 1 to 4 of this Section IX.
6. AZUR SPACE liabilities shall be limited to the sales value of the incriminated delivered goods.

X. Statute of Limitations

The limitation period for the Customer's claims for defects shall be 12 months and begins with the delivery of the goods. The limitation period also begins with the Customer's default of acceptance. It also applies to claims in tort based on a defect in the goods. The limitation period shall not recommence as a result of subsequent performance. In cases pursuant to Section IX paragraph 1 the statutory limitation period shall apply instead.

XI. Intellectual and Industrial Property Rights

1. Unless otherwise agreed, AZUR SPACE shall provide the goods and services free off third parties' industrial and intellectual property rights (“IPRs”) with respect to the country of sale. If a third party asserts a justified claim of IPR infringement against the Customer with respect to the goods and services supplied by AZUR SPACE and then used in conformity with the contract, AZUR SPACE shall be liable to the Customer under the following conditions within the time period stipulated in Section X:

a) AZUR SPACE shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the goods and services concerned or whether to modify the goods and services in such manner as that they no longer infringe an IPR or replace them. If this would be unreasonable to demand from AZUR SPACE, the Customer may withdraw from the contract or reduce the remuneration pursuant to the applicable statutory provisions.

b) The liability of AZUR SPACE to pay damages shall be subject to Section IX.

c) The above obligations of AZUR SPACE shall only apply if the Customer:

(i) immediately notifies AZUR SPACE in writing of any such claim asserted by the third party,

(ii) does not concede the existence of an infringement to any third party and

(iii) leaves any protective measures and settlement negotiations to the discretion of AZUR SPACE. If the Customer stops using the goods and services in order to reduce the damage or for other good reasons, he shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

2. Claims of the Customer shall be excluded if he is himself responsible for the infringement of the IPR.

3. Claims of the Customer shall also be excluded if the infringement of the IPR is caused by specifications made by the Customer, by a type of use not foreseeable by AZUR SPACE or by goods and services being modified by the Customer or by being used together with goods not supplied by AZUR SPACE.

4. Any other claims of the Customer against AZUR SPACE or any such claims exceeding the claims provided for in Section XI, based on defect in title, shall be excluded

XII. No Reverse Engineering

1. Except as may be otherwise expressly set forth in the contract, Customer and/or its affiliates, without the prior written consent of AZUR SPACE, which may be withheld at the sole discretion of AZUR SPACE, shall not (i) modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer any product supplied by AZUR SPACE (hereinafter: "**Product**") or any portion thereof; (ii) reproduce, replicate or otherwise duplicate the Product, or any portion thereof, distributed under the Contract except as otherwise expressly provided herein, (iii) adapt in any way, modify, insert, delete, replace, change, prepare or create derivative works of or otherwise alter the Product, or any portion thereof (except as such Product may be modified as an incidental effect of the normal operational process); (iv) make any Product available for any certification, analysis, trial or testing, including, without limitation, any performance comparison testing, without prior written approval from AZUR SPACE which can be withheld at the sole discretion of AZUR SPACE. Customer further agrees to act in good faith and not to sell, otherwise distribute or provide the Product to its customers, customers of AZUR SPACE or any third party if it is reasonably known to Customer that the purpose or one of the purposes of such customer or third party is to undertake reverse engineering of the Product as prohibited herein. For purpose of this Contract, the term "Reverse Engineering" shall mean the examination, disassembly, decompilation, extraction, decryption, simulation, or code tracing of object code or executable code, debugging, or analysis of the Product, related software, if any, or any confidential information related to the Product in order to determine Product's structure, organization, internal design, constituent technologies, algorithms, source code, or encryption devices or to unveil, without a written permission of AZUR SPACE, any other relevant information which can reasonably be considered confidential information or information, know-how or knowledge

proprietary to AZUR SPACE. In no case, the customer is allowed to give any products to the competitors of AZUR SPACE.

2. In instances when applicable laws of Customer's jurisdiction permit the Reverse Engineering and give Customer the non-waivable right to do so to obtain information through Reverse Engineering, Customer shall first request such information from AZUR SPACE and AZUR SPACE may, in its discretion, either provide such information to Customer (subject to confidentiality terms of this Contract or another agreement) or impose reasonable conditions, including a reasonable fee, on such use of the information to ensure that AZUR SPACE's proprietary rights in the Product are adequately protected.

3. Customer expressly agrees and acknowledges that any information, data and/or know-how obtained as a result of Reverse Engineering of the Product, or any portion thereof that is permitted by laws of Customer's jurisdiction shall and always constitutes AZUR SPACE's confidential information and is subject to confidentiality obligations of Customer set forth in this Contract or maybe otherwise provided to Customer by AZUR SPACE. Notwithstanding anything to the contrary herein, Customer shall not use any information, data and/or know-how obtained as a result of Reverse Engineering of the Product, or any portion thereof, for any purpose other than the one specifically set forth in applicable laws of Customer's jurisdiction and shall not use such information, data and/or know-how obtained as a result of Reverse Engineering of the Product, or any portion thereof, in connection with Customer's product or any products of any third party.

4. Customer shall not sell, grant access to or otherwise transfer the Product under this Contract to any third party, unless such third party agrees to restrictions with respect to Reverse Engineering and confidential information set forth in the preceding paragraphs at least as restrictive as provided in this Contract.

XIII. Export Restrictions

1. The Customer undertakes to observe and comply with all relevant authorisation requirements or import or export bans, in particular in accordance with existing embargo regulations, in accordance with German, European (including but not limited to the Regulation [EU] 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items) or US export control and customs regulations, when carrying out the legal transaction. This shall also apply in particular in the event that the Customer exports the goods procured from AZUR SPACE to third countries or resells them to third parties.

2. The Customer will indemnify and hold AZUR SPACE harmless for any violation or alleged violation by the Customer of such laws, rules, policies or procedures.

3. The Customer shall not transmit, export or reexport, directly or indirectly, separately or as part of any system, the goods received from AZUR SPACE, without first obtaining any licence required by the applicable government or other competent authority, including the German Government.

4. The Customer certifies that none of the goods supplied by AZUR SPACE will be sold or otherwise transferred to or made available for use by any entity that is engaged in the production, design, development or use of nuclear, biological or chemical weapons or missile technology.

XIV. Place of Performance, Applicable Law; Place of Jurisdiction, Miscellaneous

1. Place of performance for all obligations of the Customer and of AZUR SPACE shall be the registered office of AZUR SPACE.

2. The legal relationship between the Customer and AZUR SPACE shall be governed by German law to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

3. The exclusive place of jurisdiction for all disputes arising from and in connection with the business relationship between the parties shall be the registered office of AZUR SPACE, provided that the Customer is either a merchant, a legal entity under public law or special funds under public law. The jurisdiction allocated to the local courts by law and ordinance for the judicial dunning procedure ("gerichtliches Mahnverfahren") shall remain unaffected.

4. Should a provision of these Terms & Conditions or a provision as part of other agreements between AZUR SPACE and the Customer be or become wholly or partially in breach of statutory provisions or invalid or unenforceable for other reasons, this shall not affect the validity of the remaining provisions or agreements. The parties are obliged to replace the invalid or unenforceable provision with a provision that comes closest to what the contracting parties intended in the economic sense when the contract was concluded. The same applies in the event of a gap in the contract.

5. The transfer of rights and obligations of the Customer to third parties is only possible with the written consent of AZUR SPACE, which AZUR SPACE may only refuse, however, if AZUR SPACE has an interest worthy of protection in the exclusion of transfer and the Customer's legitimate interests in the transferability of the right do not outweigh AZUR SPACE's interest worthy of protection in the exclusion of transfer. Section 354a of the German Commercial Code remains unaffected.