

POWER RENT™ RENTAL TERMS FOR TRACTION BATTERIES AND CHARGERS

1. Contractual services/obligations

The Lessor is obliged to deliver the rental object in accordance with the applicable rules and regulations. Unless otherwise agreed, delivery shall be carriage forward and shall be invoiced with the first rental invoice.

In the event of faults for which the Lessor is responsible, the Lessor is obliged to restore the guaranteed properties in a reasonable period of time and at its own expense. It is at the Lessor's discretion to effect this by repair or a complete new delivery. These include, in particular, material and manufacturing defects.

The Lessee is responsible for compliance with the regulations underlying the operation of the batteries and/or chargers. The same applies to the instruction of any sub-Lessee as to the proper handling of the rental property.

The Lessee shall allow the Lessor to use the rooms in which the batteries or charging equipment are located. The relevant parts of the plant may be entered for the purpose of checking the batteries in the vehicles or those that are charged decentrally.

The Lessee must ensure that only chargers that meet the Lessor's requirements are used to charge the battery. Damage due to untimely and/or insufficient charging generally releases the Lessor from any obligations (the Lessee's drivers must be instructed by the Lessee to drive to the charging station after discharging the batteries by a maximum of 80 % nominal capacity or when the battery meter gives a corresponding signal, in order to avoid deep discharges that impair the service life).

Other damage that is not generally at the expense of the Lessor and likewise exempts the Lessor from any obligation to repair, as this is to be classified as damage caused by external force, includes the following: • Operating errors and resulting damage to the battery/charger • Short circuit, overcurrent and overvoltage • Failure of measuring, control and safety devices • Water shortage • Force majeure • Fire, lightning and explosion damage • Damage to cables and plugs (unless there is a verifiable material defect)

The Lessee is responsible for care, maintenance and charging in accordance with the Lessor's instructions (Energys handling instruction). Periodic cleaning of the batteries as required by the Lessee or user of the batteries.

The Lessor undertakes to maintain the performance defined in the technical data of the rental object on the basis of the specified operating conditions over the rental period.

The proper charging of the batteries is the responsibility of the vehicle users, meaning Power Rent™'s liability is limited solely to the functionality of the batteries and not to the charge level of the battery (see damage due to external force).

If deep discharges occur regularly, the Lessee shall instruct the drivers to replace the batteries or charge them in good time by means of work instructions. However, if the deep discharges are not stopped and the batteries fail prematurely as a result, the Lessor has the right to charge the Lessee for the cost of early replacement.

The Lessee is responsible for regularly filling the batteries with water in accordance with the treatment instructions. As part of this activity, a visual inspection of the respective battery is also carried out so that visible defects on the battery can be reported to the Lessor at short notice.

The Lessee is responsible for checking the performance and can be checked as part of any vehicle maintenance appointment. A battery measurement should also take place to check the condition. All necessary electrical tests for the batteries and chargers are the responsibility of the Lessee.

After notification of a loss of performance by the Lessee, the Lessor undertakes to provide a customer service technician within the shortest possible time to carry out the repair at the Lessor's expense. If the loss of battery power affects the use of the vehicle and the loss of power cannot be rectified on site, the Lessor undertakes to provide a bypass battery as soon as possible. The Lessee shall only bear the costs of rectifying the fault if improper handling is demonstrated to be the cause of the loss of performance.

2. Security of property

The leased batteries are the property of the Lessor or the Lessor's intermediary leasing company.

The Lessee shall be liable to Power Rent™ for losses (accidental destruction, loss, total loss due to external influences) and damage, insofar as these occur outside the Lessor's area of responsibility.

The Lessee shall immediately notify the Lessor in writing of the occurrence of such an event. Regardless of the conclusion of a new rental agreement for the battery to be replaced, the Lessee shall pay the Lessor the value of the battery prior to the occurrence of such an event.

3. Prices and payment terms

The prices for the services to be provided shall be set out in the individual lease agreement. These are fixed prices for the agreed contract periods.

If the conditions underlying the contract at the time of conclusion change significantly during the term of the contract, such as vehicle/battery quantities, operating conditions, etc., both parties shall be entitled to adjust individual sections of the contract and the rental fees by mutual agreement.

If, during the term of this Agreement, the statutory provisions change or new provisions are enacted that require an additional upgrade or conversion of the batteries or chargers, all additional costs shall be allocated to the rental rates.

Payment Terms and Conditions: The rental rates for the services provided are calculated on a monthly basis in arrears for each month that has started. Rental instalments are payable within 30 days net.

If the Lessee is in default of payment with at least two monthly rental instalments, the Lessor shall be entitled to collect the rental objects from the Lessor. The costs of transport shall be borne by the Lessee. If collection is not possible due to the fault of the Lessee, the Lessor shall invoice the Lessee for the rental objects at the battery value valid on the day of the delay in payment. The minimum value to be applied here is based on the sum of the outstanding rental instalments plus any agreed residual value.

If the instalment is not paid until after the due date, Power Rent™ is entitled to charge a late payment interest of 1% per commenced month until payment is received. In addition, Power Rent™ will charge a reminder fee of €17.50 with the next rental invoice.

If the rental agreement is cancelled before the term agreed, Lessee is obliged to pay the following penalty:

- 50% of the outstanding rental fees.
- 100% of the outstanding rental fees, if the product is a special

- solution; or
- 100% of the outstanding rental fees, if it's about a specified minimum period.

* As determined by the European rental manager

4. Term of the Agreement

The term of the agreement is specified in the respective individual lease agreement. In the event of a desired extension or reduction of the lease term, the Lessee shall ask the Lessor to what extent these changes can be complied with. Otherwise, the contract ends on the specified date without the need for termination. At the latest 2 weeks before the end of the contract, both contracting parties shall declare whether they wish to continue the rental contract and under what conditions.

Each contracting party is entitled to terminate the contract during its fixed term for good cause. Good cause shall be deemed to exist if one Contractual Partner is in sustained and gross breach of its obligations under this Agreement to such an extent that continuation of the Agreement is not reasonable for the other Contractual Partner and the violating Contractual Partner does not cease its conduct within a reasonable period of time, which should not generally be less than four weeks, even after receiving a written warning that it is advised of possible termination. The extraordinary termination permitted in such a case shall result in termination of the contract with an expiry of 1 month after receipt of the termination letter. This is intended in particular to enable the terminating contractual partner to adapt to the changes that will occur with the termination of the contract in terms of organisation.

On termination of the Lease Agreement, the Lessee is obliged to return the Leased Property to the Lessor in a condition that corresponds to proper use and care.

To this end, the Lessee instructs the Lessor to collect the rented property, which the Lessee shall collect in accordance with ADR regulations, packed on pallets and covered with film. The transport costs will be invoiced separately to the Lessee by the Lessor or directly by the carrier collecting the goods.

5. Concluding provisions

Amendments and additions to this contract are only effective if they are agreed in writing.

Disagreements or disputes arising from this Agreement shall be settled amicably in the sense of a fair and equal partnership wherever possible.

Lease agreements are duplicated. Each party shall receive one copy.

6. Severability clause

Should one of the provisions be or become invalid or void, this shall not affect the validity of the remaining provisions. The provision that is invalid or void shall be replaced by a provision which the parties would have agreed if they had been aware of the invalidity or nullity of the relevant provision at the time of conclusion of the contract.

The place of jurisdiction is Hagen (North Rhine-Westphalia).
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