

RESERVATION AND BUSINESS TERMS AND CONDITIONS OF TESLA BLUE PLANET, S.R.O.

1. These Reservation and Business Terms and Conditions of TESLA Blue Planet, s.r.o. (hereinafter referred to as the "Terms and Conditions") govern the conditions of elaboration and delivery of the BESS Implementation Economical Analysis product, i.e. reports regarding the conditions for the implementation of the battery energy storage product (hereinafter referred to as the "Work").
2. For the purposes of these Terms and Conditions, the following terms shall be defined:
 - Client** – a natural or legal person who filled in the reservation form and paid the Reservation Fee.
 - Reservation Fee** – the amount stated during reservation, the payment of which is a condition for the completeness of the reservation.
 - TBP** – means TESLA Blue Planet s. r. o., registered office: Pálenica 53/79, Liptovský Hrádok 033 1, CIN: 50 475 231, registered in the Commercial Register of the District Court Žilina, Section Sro, Entry No. 66827/L.
 - Group** – means companies directly or indirectly controlled by TBP (i.e. its parent companies), or directly or indirectly controlled by TBP (i.e. its subsidiaries), or directly or indirectly controlled by companies that control TBP (i.e. its affiliates).

Article 1 RESERVATION

1. Reservation means the correct completion of the reservation form on the web portal www.teslagroup.eu where by agreeing and sending it, the Client shows interest in the Work performance and agrees with these Terms and Conditions.
2. The reservation is considered complete by paying the Reservation Fee by one of the payment methods offered to the Client during the reservation.
3. Based on the complete reservation, TBP will contact the Client within 30 days at the latest for:
 - a) any specification of the Work, conditions and time of its delivery,
 - b) settlement of the exact price of the Work and payment terms,
 - c) supply of data necessary for the elaboration of the Work, namely:
 - SLD Microgrid,
 - Annual consumption of electricity:
 - 15-minute intervals
 - 1-hour intervals
 - d) as well as other conditions necessary for the Work performance.
4. If TBP does not contact the Client within the period specified in the previous paragraph, the Client has the right to cancel the reservation and the right to a refund of the Reservation Fee.



5. After completing the information under paragraph 5, the TBP will prepare contractual documentation containing specifications, dates, price and payment terms, as well as other conditions for the implementation of the Work, that these Terms and Conditions apply to the contractual relationship and will send this contractual documentation to the Client for signing (hereinafter referred to as the "Project Contracts").
6. The Project Contracts may be submitted to the Client in paper or electronic form, it may be one or more documents, the TBP has the right of choice.
7. The Client is obliged to sign the Project Contracts and deliver them signed to the TBP within 30 days from the date they were submitted to the Client. If the Client fails to do so, TBP is entitled to withdraw from the Project Contracts by delivering a notification to the Client.
8. Notwithstanding the above, TBP is entitled to decide, after the reservation has been made, or if it is not possible to reach an agreement with the Client, on the conditions for the performance of Work or the wording of the Project Contracts, at its discretion, not to perform the Work. In this case, the Client has the right to a refund of the Reservation Fee.
9. The Client is not entitled to assign the rights from the reservation to another entity without the prior consent of TBP.
10. TBP is entitled to assign execution to another legal entity within the Group.
11. The provisions of the Project Contracts take precedence over these Terms and Conditions.
12. The delivery of the Work does not create any obligation for TBP to implement the solution contained in the delivered Work (i.e. in the delivered analysis). If the Client is interested in the physical implementation of this solution, TBP and the Client will conclude a separate contract between themselves, the subject of which will be an agreement on the terms of physical delivery and the implementation of such solution.

Article 2 RESERVATION FEE

1. When making a reservation, the Client is obliged to pay the Reservation Fee in the specified amount, which will be displayed during the reservation process.
2. Payment of the Reservation Fee is a condition for the completeness of the reservation.
3. The Reservation Fee is non-refundable except as expressly provided for in these Terms and Conditions and serves to cover the costs associated with the preparation of the offer by TBP.

Article 3 TBP RESPONSIBILITY

1. TBP undertakes to deliver the Work in the specification agreed with the Client.



2. TBP will proceed with professional care during the Work performance, in accordance with applicable legal regulations and technical standards, information provided by the Client, and the agreed specification of the Work.

Article 4 CLIENT RESPONSIBILITY

1. The Client is obliged to provide TBP with the necessary cooperation and statements within the deadlines required by the TBP.
2. The Client is obliged to fulfill all its obligations and to provide cooperation in accordance with the agreed schedule.
3. The Client is responsible for the provision and accuracy of all data, documents and information provided necessary for the Work performance (hereinafter referred to as the "Client's Documents"), whereby TPB is not obliged to examine their accuracy and will not be liable for any defects, errors or delays caused by incorrectness, inaccuracy or incompleteness of the Client's Documents.

Article 5 PRICE

1. The price of the Work is specified in the Project Contracts.
2. The price is always without VAT. The VAT will be added to the price depending on the applicable VAT legislation.
3. Any payments will be made in accordance with the approved schedule and on the basis of the invoice issued. The payment deadline will be indicated in the invoice.
4. All payments shall be made in Euro unless otherwise agreed.
5. The payment shall be deemed to have been made by crediting it to the TBP account.
6. Late payment will be sanctioned with a default interest of 0.05% of the late payment for each commenced day of delay.
7. The Client is not entitled to set off any of their claims against TBP claims.

Article 6 TRANSFER OF OWNERSHIP AND RISK OF DAMAGE

1. The ownership right to the Work passes to the Client upon full payment of the price of the Work, including VAT, if applied.
2. The risk of damage to the Work passes to the Client upon delivery of the Work.

Article 7 DELIVERY OF WORKS



1. TBP undertakes to deliver the Work according to the approved schedule.
2. The delivery of the Work shall take place upon its delivery to the Client, on which the parties shall sign a protocol. The protocol can also be signed electronically.
3. The Work shall be deemed to have been delivered on the day of receipt of the Work. If the Client refuses to accept the Work without serious reason, despite the fact that the Work meets the required specification and parameters, TBP shall note this fact in the protocol, in which case the Work shall be deemed delivered even if the protocol has not been signed by the Client.

Article 8

SUSPENSION OF THE PERFORMANCE OF WORKS

1. TBP is entitled to suspend the Work performance, if:
 - a) the Client is in arrears with any payment related to the Work,
 - b) the Client breaches own obligations under the Project Agreements or these Terms and Conditions and does not remedy this breach even within 7 days after being invited to do so by TBP.
2. In the event that the Work is suspended, TBP is entitled to adjust the price of the Work if the costs, including personnel costs (labour costs, etc.) have increased due to the extension of the delivery periods of the Work, or if the Work has been burdened with new fees or taxes. The TBP shall notify the Client of such an increase without delay and at the same time justify the increase.
3. The price increase under paragraph 2 shall be effective upon delivery of the notice to the Client. At the same time as increasing the TBP, it will adjust any remaining instalments to bring them in line with the increased price.

Article 9

LIABILITY

1. The TBP shall only be liable for direct damages incurred as a result of or in connection with the breach of its contractual obligations, limited to the amount of liability as set out in this Article below.
2. TBP is not responsible for any indirect damages, lost profits, contractual penalties, loss of business opportunities, as well as any other claims made by third parties, nor for costs that must be incurred to remedy the defect due to the fact that the Client (or the user of the product if it is a person other than the Client) has placed the product in such a way that access to it is significantly hindered or restricted.
3. TBP and the Client hereby agree that the obligation of TBP for damages under these Terms and Conditions shall be governed by the rules agreed in this Article and shall be limited to 10% of the price for the Work.
4. TBP and the Client hereby confirm that the above limitations represent the maximum amount of possible damages that TBP, as the obligated party, foresaw or could have foreseen as a possible consequence of a breach of its obligation at the time of establishing the contractual relationship, taking into account the facts that TBP as an obligated person knew or should have known while observing professional care.



5. If the Client claims compensation for the damage suffered, their rights must be exercised in writing and delivered to TBP in person, by post, courier or e-mail with a proper description of the violation and the required amount of compensation. TBP will consider such a request and send an official statement to the Client without delay, but no later than within 30 days. If TBP does not agree to assert the claim, it will initiate a meeting with the Client to discuss the claim. If TBP and the Client do not resolve the exercised claim by agreement within 60 days of its assertion, the Client has the right to assert their claim through the courts.

Article 10

INTELLECTUAL PROPERTY

1. TBP remains the sole owner of all copyrights, patents, designs, utility models, as well as rights to know-how (hereinafter referred to as the "Intellectual Property").
2. TBP grants with effect from the date of payment of the full price of the Work, including the applicable VAT, to the Client a non-exclusive, non-transferable license to use the Intellectual Property that is implemented in the Work or necessary for the operation and use of the Work for the duration of the operation of the Work.
3. In the event of a transfer of ownership of the Work to another entity, the license under this Article shall lapse, unless the parties agree otherwise.
4. In case of termination of the Project Contracts other than by fulfilment, the license expires.

Article 11

CONFIDENTIALITY

1. "Confidential Information" means any information that is not publicly available and which (i) relates to TBP, its line of business, know-how and will be provided by TBP to the Client, or (ii) other information that TBP marks as confidential, or (iii) information to be treated as confidential given the circumstances known to the Client when the information was provided.
2. Thus, confidential information is information, including but not limited to technical and commercial information, information about TBP employees, information about TBP business activities and business relationships, information about TBP know-how, specifications, plans, sketches, models, samples, data, computer programs or documentation in any form, whether captured, tangible or orally provided.
3. Confidential information protected by this Agreement shall always be information concerning:
 - (a) technical solution,
 - (b) detailed product parameters,
 - (c) manufacturers and suppliers of components, including prices and conditions of supply.
4. The Client may use Confidential Information only for the purposes of the Project and may not disclose such Confidential Information to third parties or use it for themselves for any purpose other than the implementation of the Project, except



in the cases listed below. This provision shall remain effective and binding even after termination of the Contract.

5. The Client is obliged to take the necessary measures to protect Confidential Information, but at least to the same extent and quality as for the protection of comparable own confidential data of similar nature and importance.
6. The Client is obliged to notify TBP immediately upon becoming aware of any unauthorized use, provision or disclosure of Confidential Information or other breach of obligations under this Agreement.
7. All Confidential Information is and always will be the property of TBP.

Article 12 FORCE MAJEURE

1. If a situation arises which could not have been foreseen at the time of conclusion of the Project Contracts and which causes an obstacle on the part of TBP in fulfilling its contractual obligations, TBP is entitled to postpone the date of performance by the time that the obstacle lasted and by a reasonable time necessary for the start of its normal operation.
2. Force majeure also includes events beyond the control of TBP, e.g. wars, riots, strikes, various measures taken by the authorities, natural disasters, delays in the delivery of materials and supplies not caused by TBP and similar force majeure events that interfere with the fulfilment of TBP's contractual obligations.
3. If the force majeure obstacle lasts more than 180 days, either party shall be entitled to terminate the Contract.

Article 13 DURATION AND TERMINATION OF PROJECT CONTRACTS

1. The Project Contracts enter into force upon conclusion and last until the time of delivery of the Work and the duration of the warranty, unless otherwise specified.
2. The Client is entitled to terminate the Project Contracts by withdrawing with immediate effect, if:
 - a) TBP is in delay with the delivery of the Work by more than 60 (sixty) days,
 - b) TBP enters into liquidation if a bankruptcy petition or restructuring permit has been filed with the TBP, bankruptcy proceedings have been opened, bankruptcy has been declared, restructuring proceedings have been opened, restructuring has been authorised, or if bankruptcy has been annulled for lack of assets;
 - c) TBP breaches its obligation under the Project Contracts and does not remedy such breach even within 30 days after being invited to do so by the Client.
3. TBP is entitled to withdraw from Project Contracts, if
 - a) the Client is in arrears with any payment by more than 10 (ten) days,
 - b) The Client enters into liquidation if a bankruptcy petition or restructuring permit has been filed against the Client, bankruptcy proceedings have been opened, bankruptcy has been declared, restructuring proceedings have been opened,



- restructuring has been authorised, or if bankruptcy has been annulled for lack of assets,
- c) The Client breaches its obligation under the Project Agreements and does not remedy such breach even within 30 days after being invited to do so by TBP.
4. In the event that TBP terminates the Contract pursuant to paragraph 3, or for other reasons stipulated by law for reasons on the part of the Client, TBP is entitled to assert a claim against the Client:
 - a) to pay for all works already performed on the Work, even if these works were performed in whole or in part by subcontractors,
 - b) to reimburse all costs and fees related to the termination of Project Contracts.
 5. Claims under paragraph 4 shall be due within 30 days after the Client receives their quantification.

Article 14 APPLICABLE LAW

The legal relationship established by the Contract is governed by the law of the Slovak Republic, in particular by the provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, regardless of the conflict-of-law norms of this legal law and order.

Article 15 EFFECTIVENESS OF THE CHANGE TO THE TERMS

1. These Terms and Conditions were prepared and published on 09.04.2024 and entered into force on that date.
2. TBP is entitled to change these Terms and Conditions by publishing the change or the new wording replacing them on its website, and from that moment on, the change is effective for all subsequent orders and Project Contracts concluded after this date.
3. Changes to the Terms or new wording of the Terms and Conditions shall be posted on www.teslagroup.eu.

Article 16 FINAL PROVISIONS

1. The Client and TBP undertake to resolve any disputes, disagreements or claims arising from or related to their contractual obligations or from their breach, termination or invalidity primarily in the form of negotiations in order to avoid litigation and resolution by mutual agreement. If the relevant parties fail to reach an agreement, disputes, disagreements or claims arising from or related to their contractual obligations or from their breach, termination or invalidity will be resolved before the competent court of the Slovak Republic.



2. The invalidity of any provision of these Terms and Conditions shall not affect the validity of the other provisions. Instead of an invalid provision, the provisions of the legislation closest in content and purpose shall apply.
4. TBP is entitled to assign rights and obligations under the Project Contracts to another entity within the Group, which in such case becomes a contracting party from the given Project Contract in relation to the Client and all rights and obligations of TBP shall apply to this new one, which will be a party of the Client in the Project Contracts.
5. These Terms and Conditions may be drawn up in different language versions. In case of discrepancies between language versions, the wording of the Terms and Conditions that are written in the Slovak language shall prevail.
6. The Client declares to have become acquainted with these Terms and Conditions, fully understanding them and agreeing with them.

