

**GENERAL TERMS AND CONDITIONS OF
EET – EFFICIENT ENERGY TECHNOLOGY GMBH**

Version: [22/01/2026]

1. ABOUT EET

- 1.1. EET – Efficient Energy Technology GmbH, Annenstrasse 23, 8020 Graz, Austria, is an Austrian limited liability company with its registered office in Graz, registered in the commercial register of the Regional Court for Civil Matters Graz under FN 470986 b (“**EET**”).
- 1.2. EET operates an online store (the "**Online Store**") under the website www.eet.energy (the "**Website**").

2. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

- 2.1. These General Terms and Conditions (the "**GTC**") apply to all orders placed by the customer, reseller or distributor (the “**Customer**“, EET and the Customer together the "**Parties**") placed (i) via the Online Store, (ii) by telephone, (iii) via e-mail or (iv) in direct sales, as applicable (each an "**Order**"), in the version valid at the time of dispatch of the Order.
- 2.2. The provisions contained in these GTC apply to both, Customers which are consumers in the sense of section 1 Austrian Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*; each a "**Consumer**") as well as Customers which are entrepreneurs in the sense of section 1 KSchG (each an "**Entrepreneur**"). Provisions which apply exclusively to Entrepreneurs are marked with **E**.
- 2.3. By submitting an Order, the Customer acknowledges and agrees to the GTC and their contents.
- 2.4. EET expressly rejects any deviating general terms and conditions of the Customer. Deviating or supplementary general terms and conditions of the Customer shall not become part of the contract between the Parties, even if they have not been expressly rejected again. Contractual agreements deviating from these GTC or any conflicting terms and conditions of the Customer are only effective if they are expressly confirmed in writing by EET.
- 2.5. The provisions of the GTC may be amended by EET at any time. The GTC shall apply in the version valid at the time the Order is placed.

3. CONCLUSION OF CONTRACT

- 3.1. A contract with EET may be concluded in accordance with this section 3 in German or English.
- 3.2. The presentation of the goods in the online store does not constitute a binding offer by EET. The Customer is merely invited to submit an offer by placing an Order.

- 3.3. Orders may be placed by
- 3.3.1. Consumers via the Online Store by selecting the desired product/s, adding them to the virtual cart (via the button "Buy now" [*Jetzt kaufen*]) and ultimately clicking the button "Order with obligation to pay" (*Zahlungspflichtig bestellen*);
- 3.3.2. **E** Entrepreneurs via (i) the Online Store in accordance with section 3.3.1, (ii) telephone or (iii) e-mail.
- 3.4. By placing an Order in accordance with section 3.3, the Customer submits a binding offer to conclude a contract with EET.
- 3.5. After receipt of the Order, EET will send the Customer an e-mail confirming receipt of the order by EET and listing its details ("**Order Confirmation**"). The Order Confirmation does not constitute acceptance of the offer by EET, but is only intended to inform the Customer that the Order has been received.
- 3.6. Based on an Order, a contract between the Parties is concluded as soon as:
- 3.6.1. EET sends the Customer a separate contract confirmation or an invoice;
- 3.6.2. the Customer accepts a counter-offer submitted by EET;
- 3.6.3. the ordered product/s is/are dispatched or handed over to the Customer at EET's business premises.
- 3.7. The wording of a contract concluded on the basis of an Order is not saved by EET.

4. DIGITAL ELEMENTS AND DATA TRANSPARENCY

- 4.1. The hardware products (e.g. SolMate) purchased under these GTC are "connected products" that generate data and require digital services for full functionality (monitoring, diagnostics, grid conformity). The use of these digital services is governed by the separate "Terms of Use for SolMate Cloud & App Services" available on the Website.
- 4.2. The Customer acknowledges that full functionality — including remote monitoring, updates, and warranty-related diagnostics — requires an active, permanent internet connection (WiFi or Ethernet) provided by the Customer. If the device loses internet connectivity, local operation continues, but remote support and cloud-based features will become unavailable. Please note that disconnection from the internet for extended periods may void the voluntary warranty pursuant to section 11 (but not any statutory warranty rights).
- 4.3. In accordance with the EU Data Act (Regulation 2023/2854), EET informs the Customer prior to the conclusion of the contract that the device generates the following data:
- Product Data: Operational metrics (e.g., energy flow, consumption, battery state of charge), environmental data (temperature), and system health data (cycle counts, cell balancing).

- Purpose: This data is used by EET to provide the App services, perform remote diagnostics, ensure safety and grid conformity, and improve product algorithms.
 - Storage: Product data are stored exclusively in EU/EEA data centers.
- 4.4. The Customer has the right to access the data generated by their use of the product. Real-time operational data is available via the SolMate App. Upon request to Customer Support, the Customer may receive a comprehensive export of their Product Data or request its transfer to a third party.
- 4.5. EET provides automatic security and compliance updates to ensure the safety of the battery system and conformity with grid codes. The Customer agrees not to block these updates. Refusing updates or disabling connectivity may affect conformity-related warranty claims where permitted by law.

5. PRICES AND TERMS OF PAYMENT

- 5.1. Unless otherwise agreed, the prices shown in the Online Store at the time of the Order are understood to include statutory VAT. Shipping costs are generally charged in addition to the price of the goods, if not indicated or agreed otherwise.
- 5.2. In the course of the Order process, the Customer may choose a payment method from the methods available in the Online Store. Payment must be made in accordance with such payment method in advance and without deduction.
- 5.3. ☐ In addition to the payment methods offered in the Online Store, Entrepreneurs may choose to pay via invoice, provided that this option is not excluded or rejected by EET in the individual case. In case of payment by invoice, payment must be made within 14 days of receipt of the good/s and the invoice.
- 5.4. In the event of late payment by the Customer, EET is entitled to charge interest on arrears from the respective due date
- 5.4.1. towards Consumer at a rate of 4 % p.a.;
- 5.4.2. ☐ towards Entrepreneurs at the default rate of 9.2% p.a. above the base rate (*Basiszinssatz*) in accordance with section 456 of the Austrian Commercial Code (*UGB*).
- 5.5. Furthermore, in the event of late payment, the Customer undertakes to reimburse EET for the dunning and collection costs incurred, insofar as they are necessary for appropriate legal prosecution and are in reasonable proportion to the claim pursued. The assertion of further rights and claims remains unaffected in any case.
- 5.6. ☐ In relation to an Entrepreneur, the costs mentioned in section 5.5 include a lump sum of EUR 40 as compensation for collection costs in accordance with section 458 UGB.

6. DELIVERY CONDITIONS, SHIPPING COSTS

- 6.1. Delivery deadlines quoted are only approximate and non-binding, unless expressly agreed otherwise. Binding deadlines must be recorded in writing or confirmed in writing by EET.
- 6.2. The ordered goods shall be delivered to the delivery address specified by the Customer using a customary shipping method of EET's choice.
- 6.3. Unless otherwise specified by EET, the cost of shipping the goods to the delivery address specified by the Customer will be charged in addition to the price of the goods. EET may waive the right to invoice the costs for the shipment of the ordered good/s in its own discretion.
- 6.4. Any import/export-duties or other duties in connection with the shipment of the product shall be borne by the Customer.
- 6.5. ☐ Towards entrepreneurs, minor or other changes to the performance or delivery obligation that are reasonable for the Customer shall be deemed approved in advance. This applies in particular to deviations inherent to the good/s, technical improvements, or deviations caused by the goods.

7. PROHIBITION OF SET-OFF

The Customer is not entitled to offset claims of EET with counterclaims. However, this does not apply to Consumers

- i. in the event of insolvency (*Zahlungsunfähigkeit*) of EET;
- ii. for counterclaims that are legally related to a claim of EET;
- iii. for counterclaims that have been established by a court; or
- iv. for counterclaims that have been recognized by EET.

8. RETENTION OF TITLE

- 8.1. Delivered goods (the "**Reserved Goods**") remain the property of EET until the respective purchase price has been paid in full. Resale of Reserved Goods requires EET's prior written consent. In any case, all claims of the Customer resulting from a resale of Reserved Goods are assigned (*zediert*) to EET in advance until full payment has been made regarding the respective Order. EET declares to accept this assignment of claims and is entitled to inform any further buyer of this assignment at any time.
- 8.2. ☐ Entrepreneurs shall take any necessary additional measure(s) to ensure the validity of the retention of title pursuant to this section 8 (e.g. book entry [*Buchvermerk*]).
- 8.3. In the event of default by the Customer, EET is entitled to assert its rights under this section 8. It is agreed that the assertion of the retention of title does not constitute a withdrawal from the contract, unless EET expressly declares its withdrawal from the contract.

9. USER MANUAL / PREVENTION OF DEEP-DISCHARGE

- 9.1. In order to ensure the full functionality of SolMate products purchased via the Online Store, the information in the user manual (supplied with the respective product) must be observed and strictly adhered to. This particularly, but not exclusively, applies to safety regulations and provisions regarding care and maintenance.
- 9.2. Deeply discharged batteries cannot be recharged and thus become unusable for their intended purpose. To prevent damage to a SolMate product caused by deep-discharge, the Customer is required to install and put the battery system into operation within 3 months of the delivery date and thereafter recharge the battery at least every 3 months. Storing the battery for longer without charging it or delaying the initial installation beyond this period of time may lead to irreversible defects, impairing the functionality of the battery and therefore the device.
- 9.3. EET is not responsible for any defects caused by a failure of the Customer to comply with the provisions of this section 9.

10. STATUTORY WARRANTY

- 10.1. The statutory warranty provisions apply in addition to any rights granted to the Customer herein and are not modified or restricted in any way by the GTC.
- 10.2. ☐ In relation to Entrepreneurs
 - 10.2.1. the reversal of the burden of proof pursuant to section 924 of the Austrian Civil Code (*ABGB*) is excluded;
 - 10.2.2. the statutory warranty period is reduced to 1 year; and
 - 10.2.3. section 377 of the Austrian Commercial Code (*UGB*) applies with any defects having to be reported in writing to EET and described in detail without undue delay, at the latest within 14 days of receipt of the affected good/s.

11. VOLUNTARY LIMITED WARRANTY

In addition to the statutory warranty rights, which remain unaffected, EET offers a voluntary limited warranty for SolMate products. The specific terms, duration, coverage, and exclusions of this voluntary warranty are available at <https://www.eet.energy/en/warranty>.

12. LIABILITY

- 12.1. ☐ Towards Entrepreneurs, the liability of EET for any damage caused by or attributable to it
 - 12.1.1. is excluded in case of slight negligence (*leichte Fahrlässigkeit*) and slight gross negligence (*leicht grobe Fahrlässigkeit*), except for personal injury;

- 12.1.2. is excluded in case of indirect damages, loss of profit, loss of interest, failure to make savings, consequential and financial losses or such damages which arise from third party claims;
 - 12.1.3. is limited to the purchase price of the respective good/s; and
 - 12.1.4. must be asserted in court within six months of becoming aware of the damage and the party causing the damage, but at the latest within three years from the event giving rise to the claim, otherwise losing the right to the respective claim.
- 12.2. **E** If the Customer is an Entrepreneur, the transport risk from EET to the Customer shall be borne by the Customer (transfer of risk upon handover to the carrier).
- 12.3. In no event shall EET be responsible for force majeure, labor disputes, natural disasters or any other circumstances beyond EET's control or for reasons beyond EET's control.

13. RIGHT OF WITHDRAWAL FOR CONSUMERS

13.1. Right of Withdrawal

- 13.1.1. The Consumer has the right to withdraw from the contract concluded with EET within 14 days without giving any reason.
- 13.1.2. The withdrawal period starts 14 days from
 - a) the day on which the Consumer or a third party designated by the Consumer, who is not the carrier, has taken possession of the goods; or
 - b) – in case of separate delivery of several goods or delivery in multiple partial shipments or pieces – the day on which the Consumer or a third party designated by the Consumer, who is not the carrier, has taken possession of the last goods/partial shipment/item.
- 13.1.3. In order to exercise the right of withdrawal, the Consumer must notify EET of the decision to withdraw from the contract by means of a clear statement (e.g. by means of a letter sent by post or e-mail) submitted to

info@eet.energy,

+43 316 232203

or by post to

EET – Efficient Energy Technology GmbH
Annenstrasse 23, 8020 Graz
Styria, Austria

- 13.1.4. The Consumer can (optionally) use the sample withdrawal form below (section 13.3), but this is not mandatory. The sample withdrawal form is also available on <https://www.eet.energy/en/right-of-withdrawal/>
- 13.1.5. To comply with the withdrawal period, it is sufficient that the Consumer dispatches the notification of the Consumer's exercise of the right of withdrawal before the expiry of the withdrawal period.

13.2. Consequences of Withdrawal

- 13.2.1. If the Consumer withdraws from this contract, EET shall reimburse the Consumer for all payments EET has received from the Consumer, including delivery costs (with the exception of additional costs resulting from the Consumer's choice of a type of delivery other than the cheapest standard delivery offered by EET), without undue delay and at the latest within 14 days from the day on which EET received notification of your withdrawal from the respective contract. EET will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with the Consumer; in no event will the Consumer be charged for this refund.
- 13.2.2. EET may refuse repayment until EET has received the goods back or until the Consumer has provided proof that the Consumer has returned the goods, whichever is the earlier.
- 13.2.3. The Consumer shall return or hand over the goods without undue delay and in any event not later than 14 days from the day on which the Consumer has notified EET of the withdrawal from this contract, to the following address:

EET – Efficient Energy Technology GmbH
Annenstrasse 23, 8020 Graz
Styria, Austria

The deadline is met if the Consumer dispatches the goods before the 14-day period has expired.

- 13.2.4. The Consumer shall bear the direct costs of returning the goods.

13.2.5. The Consumer shall only be liable for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

13.3. Sample withdrawal form

(If you wish to cancel the contract, please fill out this form and send it back to us)

- *To EET – Efficient Energy Technology GmbH, Annenstrasse 23, 8020 Graz Styria, Austria; e-mail: info@eet.energy:*
- *I/we (*) hereby revoke the contract concluded by me/us (*) regarding the purchase of the following goods (*)/the provision of the following services (*)*
- *ordered on (*) / received on (*)*
- *name of the Consumer(s)*
- *address of the Consumer(s)*
- *signature of the Consumer(s) (only for notification on paper)*
- *date*

() Delete as applicable*

13.4. Exceptions to the right of withdrawal:

The Consumer has no right of withdrawal for goods that are manufactured according to Consumer specifications or are clearly tailored to personal needs.

14. **APPLICABLE LAW AND PLACE OF JURISDICTION**

14.1. Austrian law shall apply exclusively. The application of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded. For Consumers, any protection afforded by mandatory provisions of the law of the country of their habitual residence shall remain unaffected by this choice of law.

14.2. All disputes arising from or in connection with these GTC or any legal relationship between EET and

14.2.1. a Consumer, shall be resolved under jurisdiction of the competent court pursuant to statutory provisions.

14.2.2. ☐ an Entrepreneur, shall be resolved under exclusive jurisdiction of the competent court for commercial matters in Vienna.

15. FINAL PROVISIONS

15.1. Amendments, supplements, and collateral agreements to these GTC must be made in writing in order to be effective. This also applies to any agreement to waive this written form requirement. In the event of contradictions between these GTC and deviating written agreements between the Parties, the provisions of the deviating agreement shall take precedence.

15.2. ☐ In relation to Entrepreneurs, nothing in these GTC shall be interpreted as to reduce, limit or waive any statutory right of EET.

15.3. ☐ In relation to Entrepreneurs: Should individual provisions of these GTC be or become fully or partially invalid or unenforceable, this shall not affect the remaining (parts of the) provisions of the GTC. The invalid provision shall be deemed replaced by a valid provision which comes closest to the economic purpose of the invalid provision.