

GENERAL TERMS AND CONDITIONS OF ACCUVERKOOP HEFRA B.V.

All our sales and deliveries will be governed by the following conditions. Any derogating conditions, including purchasing conditions of the Customer, will apply only if expressly agreed by us in writing with the Customer.

Definitions

The following terms as used herein will have the following meanings:

- Supplier: Accuverkoop Hefra B.V. (hereinafter also to be referred to as "we", "us" or "our").
- Customer: the contracting party of Accuverkoop Hefra B.V.
- Eco-Bat: Eco-Bat Technologies Limited, the Supplier's parent company.

1 General

Art. 1.1 These conditions will form part of, or apply to, any and all offers (including quotations) and communications made, and agreements entered into, by us.

Art. 1.2 In the event that any provisions in these conditions should be conflicting with any provisions in an agreement entered into, the relevant agreement will prevail.

Art. 1.3 This is a free (informal) translation of the original Dutch conditions. In the event of a difference of opinion about the contents of these conditions, the Dutch-language version will prevail, and the interpretation thereof in the Dutch jurisdiction will be binding.

2 Offers

Art. 2.1 All our offers will be subject to contract, in particular in terms of delivery period, pricing, availability and version, unless agreed otherwise in writing. Any quotation will be based on the current prices at the time of the relevant quotation; the prices stated will be exclusive of VAT, import duties and other taxes, levies or duties, costs of packaging, costs of loading and unloading, and costs of transport and insurance. In the event of price changes after the date of the quotation, we reserve the right - even after the agreement has been entered into with the Customer - to adjust the prices stated, for example in the event of an increase in levies, excise duties, taxes, labour costs, costs of transport, raw materials, prices of suppliers, changes to exchange rates, changes at the London Metal Exchange, and/or (the consequences of) government measures and/or other laws and/or regulations.

Art. 2.2 Our quotations will be valid for a period of 60 days, unless agreed otherwise in writing. We reserve the right to withdraw any offer made for as long as it has not been accepted.

Art. 2.3 An agreement will not be formed until after acceptance by us in writing or commencement by us of performance thereof.

3 Payment

Art. 3.1 Payment must be made within 30 days of the date of the invoice by way of transfer to a bank or giro account designated by us. Payment will not be deemed to have been made until the amount due is irrevocably credited to Supplier's bank account. In the event of late payment, the Customer will be in default by operation of law, without any further notice of default being required, and will, from such time, pay compound interest equal to 1% per month on the outstanding amount.

Art. 3.2 Any invoices sent will be deemed to have been received and retained without objection by the Customer if the Customer fails to lodge a complaint with us by registered letter based on the relevant invoice within seven days of the date of the invoice.

Art. 3.3 The Customer will not be entitled to apply any payment discount of its own accord.

Art. 3.4 If we take extrajudicial measures in the event of failure by the Customer to perform any obligation, the costs involved will be payable by the Customer. The extrajudicial costs will be equal to 15% of the total amount to be claimed, subject to a minimum of 500 euros.

Art. 3.5 In the event of failure to pay and/or late payment, we will be authorized to discontinue any further deliveries, as well as the performance of any further obligations.

4 Delivery period

Art. 4 The delivery period will be understood as the period as determined in the agreement within which we will render the performance undertaken. Delivery periods will be indicative only. The stated delivery periods shall therefore in no event, be deemed to be firm deadlines, unless it has expressly been agreed in writing that it is a firm deadline. If the indicative delivery period is exceeded, we will be granted a further, reasonable, period to perform. Such further period will be at least equal to the original delivery period. If such further period is exceeded, the Customer will be entitled to dissolve the agreement by giving notice by registered letter, without any entitlement arising on the part of the Customer, however, to penalties or damages.

5 Delivery and transfer of risk

Art. 5.1 Delivery of our products will be ex works (Incoterms 2010), unless expressly agreed otherwise in writing. To the extent that we agree in writing with the Customer that the products will be shipped carriage prepaid to the address designated by the Customer, the products will (also) be at the expense and risk of the Customer upon delivery ex works at our warehouse. For the current costs of shipment, we refer the Customer to our office sales department. For shipment of products with a (total) purchase value exceeding EUR 500 (exclusive of VAT), we will not charge any shipment costs.

Art. 5.2 If we deliver carriage prepaid to the address designated by the Customer, we will be free to choose the means of transportation. In such event, the Customer will be under the obligation, in case of damage or loss arising during transport, to take the necessary steps to recover such damage or loss from the carrier in good time. The Customer must notify us immediately, but in any event within two days of receipt of our products, in writing of any damage or loss, as well as of the steps taken against the carrier.

Art. 5.3 We will be entitled to determine a minimum order quantity.

Art. 5.4 We reserve the right to deliver the items in consignments, in which event the payment and other terms as described in these conditions will also apply to each partial delivery.

Art. 5.5 Any products transported to our warehouse for purposes of repair, alteration or other services will be stored and retained by us at the expense and risk of the Customer in order to enable us to perform the relevant work, the Customer being under the obligation, however, to indemnify us against any third-party claims on any basis whatsoever.

Art. 5.6 If - for any reason whatsoever - we are no longer able to deliver a certain product, we will be entitled to terminate the agreement entered into in respect of such product, without any liability arising on our part to pay damages to the Customer.

6 Warranty

Art. 6.1 We warrant the conformity of our product at the time of delivery.

Art. 6.2 We offer a full warranty in respect of the products for a period of twelve (12) months, from the time of delivery of the products by us to the Customer. In the following period of twelve (12) months, we offer a descending warranty, in which the warranty entitlement is phased out proportionally on a monthly basis. Any warranty will expire after a period of twenty-four (24) months from the time of delivery of the products by us to the Customer. The foregoing will not alter the fact that, depending on the product delivered by us, the warranty period may differ to the extent expressly agreed in writing.

Art. 6.3 The Customer may invoke the warranty obligation if it has performed all its obligations vis-à-vis us. Warranty means (solely) that we will repair the product or replace it by a product of the same type at no cost. To the extent that the warranty claim is made in the period that only the descending warranty can be claimed, the repair or replacement will qualify for reimbursement on a proportional basis only. This means that the part of the costs not qualifying for reimbursement, will be charged separately to the Customer.

Art. 6.4 Warranty will in any event not apply to products that: (i) are, or have been, overcharged; (ii) have been damaged due to incorrect, improper and/or inexperienced use; (iii) have only been discharged during normal use; and/or (iv) have been opened by unauthorized persons.

Art 6.5 Furthermore, warranty will not apply to products the embossed production code of which has been removed, altered or replaced, or the electrolyte of which has been contaminated.

Art. 6.6 The Customer will be given the option to buy out the warranty against a discount subsequently to be determined by us.

Art. 6.7 Any complaints must be reported by registered letter within the warranty period referred to in paragraph 2 of this article.

7 Trademarks, trade name and condition of the products

Art. 7.1 The Customer is not entitled to modify the products delivered by us; the products may be sold by the Customer only in the condition in which they are delivered by us.

Art. 7.2 The Customer may not remove or alter any type indication, trademark or trade name, colour, image, label or any other trade sign attached to the product by us, unless expressly agreed otherwise between the parties in writing.

Art. 7.3 The Customer may not use all or any part of the trademark(s) or trade name(s) Wilco, Boogstein, Kroon, Voac, Veac, VMF, Magnum, Portapower and Blue Power as (part of) the Customer's trade name.

Art. 7.4 The Customer may not attach any label containing its trade name to the products delivered by us and sold by the Customer, unless expressly agreed otherwise between the parties in writing.

8 Complaints

Art. 8.1 The Customer will be under the obligation, immediately upon receipt of the products delivered, to check the quantity and type of the products, as well as the packaging, for any discrepancies, shortcomings and/or damage. Any complaints must be reported within eight days of receipt of our products.

Art. 8.2 Any complaints must be reported by registered letter.

Art. 8.3 If the term referred to in paragraph 1 is exceeded, or any products delivered by us have been mounted or installed in a vehicle, the right to lodge complaints will be forfeited.

Art. 8.4 The provisions of the foregoing paragraphs of this article will apply without prejudice to the Customer's legal rights in the event of defects in the products delivered. The Customer will be under the obligation to report any hidden defects to us by registered letter within eight days after such defects have been, or could reasonably have been, discovered, on pain of forfeiture of any rights in that respect.

Art. 8.5 In the event of a difference of opinion between the parties about the foundation of a complaint regarding the products delivered by us, the parties will jointly appoint, and seek the opinion of, an independent expert. The outcome of the investigation by the independent expert will be binding on the parties, unless agreed otherwise in writing. The costs incurred in the investigation will be payable by the (largely) losing party.

9 Liability

Art. 9.1 Our liability vis-à-vis the Customer will be limited to the obligations as described in articles 6 and 8.

Art. 9.2 In no event - save wilful misconduct or gross negligence on our part - will we be liable for any damage suffered by the Customer. Furthermore, any liability for indirect, consequential or non-material damage, trading loss or environmental damage, or damage due to liability vis-à-vis third parties will be expressly excluded.

Art. 9.3 If and to the extent that, despite the provisions of articles 9.1 and 9.2, we are liable in any way, and on any basis whatsoever, such liability will be limited to an amount of EUR 50,000 (in words: fifty thousand euros) per event, and an amount of EUR 150,000 (in words: one hundred and fifty thousand euros) per calendar year. For purposes of this article, a series of connected harmful events will be counted as one event.

- 9.4. Any claims for damages must be reported to us in writing (by registered letter) within two (2) months after the Customer has been able to discover the damage, on pain of forfeiture of any right to claim damages.

10 Cancellation

Art. 10.1 If the Customer has undertaken any obligation vis-à-vis us, the Customer can, in principle, not cancel the agreement, unless we have consented to such cancellation in writing. If such consent has been given, the Customer will, nevertheless, by way of damages, pay an amount equal to at least 40% of the amount payable by the Customer if the agreement were performed, except to the extent that the damage actually suffered by us is more. The (damage) amount referred to above will be subject to a minimum of at least EUR 250 (in words: two hundred and fifty euros).

11 Retention of title

Art. 11.1 We will retain title to all items delivered until such time as all outstanding claims, interest and costs incurred have been paid in full, all as further security for payment of all amounts due to us, nothing excepted.

12 Suspension, dissolution and termination

Art. 12.1 If the Customer fails to perform the agreement by failing, or failing punctually, fully or properly, to perform any of its obligations, the Customer will be in default by operation of law. In such event, we will be entitled - without prejudice to our other rights - to suspend (further) performance of all or part of our obligations under the agreement(s) and any related agreements. Furthermore, in such event, we will be entitled to dissolve all or part of the agreement out of court by giving written notice to that effect.

Art. 12.2 In addition to the provisions of paragraph 1 of this article, we may terminate all or part of the agreement with immediate effect by giving written notice to that effect, without any liability arising on our part to pay damages to the Customer and without prejudice to our other rights, if: the Customer's bankruptcy has been filed for, the Customer is ordered bankrupt, the Customer files for, or is granted, a (provisional) moratorium on payment of its debts, attachment in execution is levied against the Customer and such attachment is not lifted within thirty (30) days of being levied, or the Customer otherwise loses control of all or part of its assets.

Art. 12.3 The Customer will be under the obligation promptly to notify us in writing if any of the foregoing situations occur.

Art. 12.4 Upon termination of the agreement, for any reason whatsoever, all our claims will become immediately due and payable. In addition, we retain the right to full compensation of any damage suffered or to be suffered by us as a result of the dissolution. Moreover, the Customer will lend its full cooperation in (facilitating the) repossession by us of any and all items that are our property.

Art. 12.5 Termination or dissolution of the agreement on any of the grounds referred to in this article will have effect only for future obligations on our part and on the part of the Customer to the extent ensuing from the agreement. This means that the basis for any performances already rendered by us or by the Customer will not be affected and that we will fully remain entitled to payment of all the invoices for that which we have delivered.

Art. 12.6 The provisions of this article will apply without prejudice to our right to claim performance of the agreement and damages.

13 Force majeure

Art. 13.1 During a situation of force majeure our delivery and other obligations will be suspended. If the situation of force majeure has continued for a consecutive period of more than one (1) month, we will be authorized to dissolve all or part of the agreement and any related agreements out of court, without any liability arising on our part to pay damages to the Customer.

Art. 13.2 Force majeure will be understood to include - without limitation -: war and similar situations, government measures, strike, lock-out, obstructions by third parties, transport problems, epidemic, pandemic, (local) lockdown, unforeseen technical complications, fire, explosion, other serious disruptions within our business that we could not reasonably foresee, failure, or failure punctually or properly, by a third party to provide any performance to us (which is relevant in

connection with the performance of our obligations vis-à-vis the Customer) (such as failure on the part of suppliers properly to perform and/or defectiveness of third-party items, equipment, software or materials), power failure and/or downtime of any data network or telecommunications facilities.

14 Compliance with trade sanctions

Art. 14.1 In relation to the goods (including any equipment, technology and software) and services to be purchased from us (hereinafter jointly: Goods and Services), the Customer will be required to act in compliance with national and international laws and regulations, including laws and regulations on sanctions, restrictions, controls and embargoes adopted by the United Nations, the European Union, the United States of America, the Netherlands, and any (other) countries where the Supplier or Eco-Bat is active (hereinafter also to be referred to as "Sanctions").

Art. 14.2 In relation to the Goods and Services to be purchased from us, the Customer is obliged to comply with the Sanctions imposed on private individuals, entities, organizations and countries (hereinafter jointly to be referred to as "Parties"). This concerns in any event the Parties included in the sanctions lists of the countries listed in article 14.1 above.

Art. 14.3 In respect of the Goods and Services to be purchased from us, no transactions will be accepted that are directly or indirectly related to Syria, Iran, Yemen, Sudan, Myanmar (Burma), North Korea or Cuba. The Customer will be prohibited from directly or indirectly onward delivering our Goods and Services for use, or to Parties, in the aforesaid countries, or to make any payment to us directly or indirectly originating from a Party from any of the aforesaid countries.

Art. 14.4 We will be entitled to refuse to deliver if we have reasonable grounds to believe that our Goods or Services will eventually be used in, or by Parties from, countries as listed in article 14.2, or we have reasonable grounds to believe that the Customer is acting contrary to the Sanctions as referred to in article 14.1. In such event, we will, to the extent permitted by applicable laws and regulations as referred to in article 14.1 and pursuant to article 14.2, refund any payments already received. We reserve the right to claim compensation of any damage suffered or to be suffered by us as a result of the Customer's failure to act in compliance with the provisions of this article 14.

15 Social responsibility

Art. 15.1 Either party undertakes to comply with the internationally accepted corporate social responsibility standards and conventions in respect of the protection of human rights, healthy and safe working conditions and abolition of child labour. In this respect, either party will (i) support and respect the protection of internationally recognized human rights; (ii) enforce the abandonment of any and all forms of forced and bonded labour; (iii) contribute to the actual abolition of child labour; (iv) comply with at least a level of wages and working hours in accordance with the statutory minimum standards; (v) offer a safe working environment for employees and contractors.

Art. 15.2 Either party undertakes, at the other party's reasonable request, to participate in audits for purposes of the other party's internal audit programme in respect of compliance of the conventions and standards referred to in this article. If either party carries out such an audit, the other party will, without undue delay, provide the documentation reasonably requested and lend its reasonable cooperation in that respect. Either party will pay its own costs in connection with such an audit and keep strictly confidential all such information as may be provided to it for purposes of such an audit and all the findings thereof.

16 Applicable law

Art. 16.1 Any disputes between ourselves and the Customer will, irrespective of their nature, be submitted by the party taking the initiative to the exclusive jurisdiction of the court in Rotterdam. Any and all enquiries, offers, agreements, and their performance, as well as these conditions themselves, will be governed by the laws of the Netherlands, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980).