

Limited Product Warranty

1. Overview

Maxxen Energy AG, a company duly organised and existing under the laws of Switzerland, with its main premises at Grafenauweg 8, 6300 Zug, Switzerland ("Maxxen"), provides this limited product warranty (the "Limited Product Warranty") set forth herein to the original end-user purchaser of Maxxen's products (the "Buyer"), subject to the terms and conditions herein, as may be amended by Maxxen, at its sole discretion, from time to time. This Limited Product Warranty shall exclusively apply to Maxxen's X-Series product ecosystem (the "Product"): DC Box, MV Box, and X-Core.

2. Warranty term

The Limited Product Warranty shall have a duration of twenty-seven (27) months from the date on which the Product is delivered to Buyer (the "Standard Warranty Term"). Upon acceptance by Maxxen, Buyer may optionally purchase an extended Limited Product Warranty (the "Extended Warranty Term") for additional periods of time (the Extended Warranty Term together with the Standard Warranty Term, as the "Warranty Term").

3. Warranty conditions

This Limited Product Warranty is conditioned upon (i) all payments owed to Maxxen are duly paid in full by Buyer to Maxxen in accordance with the terms under the applicable purchase order, (ii) the Product is operated in compliance with the guidance, instructions, and requirements specified in Maxxen's user manual and Maxxen's maintenance manual (hereinafter collectively referred to as the "Product Manuals"), and (iii) the Product is exclusively maintained by Maxxen or any of Maxxen's officially qualified service partners (the "Qualified Service Partners"). The Product can be maintained by Buyer for a certain service level provided that Buyer has become a Qualified Service Partner for that specific service level and Buyer follows the conditions of that qualification.

4. Warranty scope

During the Warranty Term, Maxxen warrants that the Product is free from defects in design, materials, and workmanship and that the Product conforms to at least 97% of the performance specifications (capacity and efficiency) set forth in the technical documentation agreed upon by Maxxen and Buyer in the applicable purchase order.

5. Claims

If Buyer believes there has been a breach of the Limited Product Warranty, Buyer shall, promptly after becoming aware of the breach, submit a claim to Maxxen at service@maxxen.com. In order for Maxxen to fully evaluate and respond to the claim in a timely manner, Buyer shall provide all information relevant to the claim, which includes:

- proof of purchase and/or delivery and installation of the Product;
- serial number of the Product;
- detailed description of the specific components of the Product that are related to the claim;
- Product operating data logs;
- evidence regarding the basis of the claim, including images or videos; and
- any additional information reasonably requested by Maxxen.

Maxxen reserves the right to reject any claim that is not submitted in compliance with this section, or where Buyer fails to provide all information relevant to the claim specified in this section.

6. Warranty remedy

Upon receipt of the claim, Maxxen shall evaluate and respond to the claim by either accepting the claim (and providing Buyer with the corresponding service ticket number) or refusing the claim (and providing Buyer with a justification for why the claim is not covered by the Limited Product Warranty).

During the Warranty Term, for each accepted claim, Maxxen shall, at its sole discretion, (i) repair the Product using new or refurbished parts, or (ii) replace the Product with a new or refurbished product of the same type. If the same type of the Product is no longer available, Maxxen may, at its sole discretion, replace the original Product using another product that might differ in size, appearance, model number, or power level while ensuring that the replaced product is technically compatible with the existing Product. The Limited Product Warranty shall continue to apply to the repaired or replaced product for the remainder of the original Warranty Term without any extension.

To the extent permitted by law, the remedy provided in this section shall be Buyer's sole and exclusive remedy arising from or relating to any breach of this Limited Product Warranty.

7. Serial defect

A "Serial Defect" shall mean a fault that occurs in at least fifteen percent (15%) of the same or similar component originally installed in the Product within the Standard Warranty Term. Claims related to Serial Defects shall be submitted to Maxxen in accordance with the requirements provided in section 5. In the case of a Serial Defect claim accepted by Maxxen, Maxxen shall:

- repair or replace, at Maxxen's discretion, all components of the Product affected by the Serial Defect; and
- promptly address the root cause of the Serial Defect in the remaining Product, except where Maxxen can reasonably demonstrate that the Serial Defect in the remaining Product can be prevented by installing parts or making repairs, in which case Maxxen's

obligations shall be limited to performing such installation or repairs.

8. Warranty transfer

The Limited Product Warranty may only be transferred upon a change in ownership of the Product, provided that (i) the Product remains installed at its original location, (ii) Buyer informs Maxxen in writing of the new owner of the Product (the "Transferee") prior to the transfer, and (iii) Maxxen, Buyer, and the Transferee execute a warranty transfer agreement.

9. Warranty exclusions

The Limited Product Warranty shall not apply to any failure or non-conformance of the Product caused by any of the following events through no fault of Maxxen:

- improper transportation, delivery, storage, installation, operation, or maintenance of the Product that does not comply with the Product Manuals;
- adjusting the Product without written authorisation from Maxxen;
- service performed by any person who is not a Qualified Service Partner;
- damage to the Product caused by a third party or by anything outside of Maxxen's scope of supply;
- force majeure, war, power failures, power surges, storm, lightning, flood, fire, grid outage, voltage spikes, biological activity, industrial chemical exposure, or other unforeseen events beyond Maxxen's control;
- cosmetic, normal wear and tear, technical, or design defects that do not materially influence or affect the Product;
- salt mist or corrosion over and above the design specification; or
- non-compliance with applicable laws and prudent industry practice.

10. Buyer's obligations

Buyer shall use and care for the Product as specified in the Product Manuals.

When necessary to fulfil Maxxen's obligations under this Limited Product Warranty, Buyer shall make the Product available for inspection and/or repair by providing Maxxen's service personnel, upon arrival at the site, with reasonable access to the site, necessary project data, and assistance and permission to perform on-site services during normal business hours.

In the event that (i) Buyer fails to provide reasonable access to the site, or necessary project data, or assistance and permission to perform the on-site service, as aforementioned, or (ii) the on-site inspection or evaluation of the Product confirms that the failure or non-conformance of the Product is not covered by the Limited Product Warranty, Buyer shall reimburse Maxxen the direct costs incurred in investigating the same, including, but not limited to, travel expenses, testing service fees, and material fees.

11. Warranty termination

The Limited Product Warranty shall terminate in the following events:

- the serial number of the Product has been altered, removed, or cannot be clearly identified;
- the Product is moved from its original location;
- Buyer fails to make the Product available for inspection and/or repair;
- the Product is repaired or remedied by a person who is not a Qualified Service Partner; or
- the Warranty Term has expired.

12. Limitation of liability

THIS LIMITED PRODUCT WARRANTY CONTAINS THE SOLE PRODUCT WARRANTY OBLIGATIONS OF MAXXEN, AND BUYER'S SOLE AND EXCLUSIVE REMEDIES UNDER ANY THEORY OF RECOVERY, FOR ANY WARRANTY CLAIM WITH RESPECT TO PRODUCTS, OR THEIR FAILURE TO PERFORM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAXXEN DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE, OR OTHERWISE.

13. Law and jurisdiction

This Limited Product Warranty shall be governed by and interpreted in accordance with the laws of Switzerland. Any dispute arising out of or relating to this Limited Product Warranty shall be settled by the parties through friendly negotiation. If no settlement can be reached through negotiation, the dispute shall be exclusively adjudicated by the courts of Zurich, Switzerland. Each party shall bear its own expenses in the litigation.

14. Severability

If any provision of this Limited Product Warranty is held to be void, unlawful, or otherwise unenforceable, the remaining provisions set forth in this Limited Product Warranty shall nonetheless remain in full force and effect, and that provision shall be severed from the remainder of this Limited Product Warranty and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible, or otherwise modified in such fashion as to preserve, to the maximum extent possible, the original intent of the parties.

Zug, May 29, 2026