



MöbiVolt STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS
STANDARD TERMS AND CONDITIONS FOR SALES OF SERVICES AND PROTOTYPES
(dated 09/29/2025)

1. Scope of Work

MöbiVolt shall provide research and development services (“Services”) and may design, build, and deliver experimental prototypes (“Prototypes”) as described in MöbiVolt’s proposal, quotation, or statement of work (collectively, the “SOW”). The SOW (including all documents incorporated by reference therein) is the exclusive agreement between the parties for the services/prototypes. Any additional or different terms proposed by the Buyer are objected to and are hereby rejected unless the same shall be accepted in writing by MöbiVolt. Any modifications to scope, deliverables, or timelines require MöbiVolt’s prior written approval.

2. Nature of Deliverables

All Prototypes and results delivered under the SOW are experimental and preliminary in nature. Buyer acknowledges that Prototypes may contain defects and are provided for Buyer’s internal evaluation and testing purposes only. They are not designed, certified, or warranted for commercial sale, production, or use in safety-critical applications. Buyer assumes all risks relating to use, testing, or evaluation of Prototypes.

3. Fees and Payment

- (a) Buyer shall pay the fees set forth in the SOW. Unless otherwise stated, invoices are due within thirty (30) days of the invoice date.
- (b) Late payments accrue interest at 1.5% per month or the maximum allowed by law, whichever is less.
- (c) All fees are non-refundable.

4. Intellectual Property

- (a) **Background IP** – Each party retains all rights to intellectual property it owned prior to this Agreement.
- (b) **Developed IP** – All inventions, discoveries, prototypes, methods, data, works of authorship, and other intellectual property conceived, developed, or reduced to practice by MöbiVolt in performing the Services (collectively, “Developed IP”) shall be the exclusive property of MöbiVolt, regardless of whether created solely by MöbiVolt or jointly with Buyer.
- (c) **License to Buyer** – MöbiVolt grants Buyer a limited, non-exclusive, non-transferable license to use the Prototypes and Developed IP solely for Buyer’s internal evaluation purposes.
- (d) **No Implied Rights** – No other license or ownership right is granted by implication, estoppel, or otherwise.

5. Confidentiality

Buyer shall not disclose MöbiVolt’s confidential or proprietary information, including without limitation the Prototypes, Developed IP, or related technical information, to any third party without MöbiVolt’s prior written consent.

6. Limited Warranty

- (a) MöbiVolt warrants only that it will perform Services in a professional and workmanlike



manner consistent with industry standards.

(b) All Prototypes, deliverables, and results of the Services are provided “AS IS” and without warranties of any kind, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

7. Limitation of Liability

(a) MöbiVolt shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits, arising out of or relating to the Services, Prototypes, or this Agreement.

(b) MöbiVolt’s aggregate liability to Buyer for any claim shall not exceed the total amount of fees actually paid by Buyer under the applicable SOW.

(c) Buyer assumes full responsibility for its use, testing, and evaluation of the Prototypes.

8. Compliance and Use Restrictions

Buyer shall:

(a) use Prototypes only for internal evaluation and testing;

(b) not use Prototypes in production, clinical, safety-critical, or regulatory applications;

(c) comply with all applicable laws, regulations, and safety standards in handling and evaluating Prototypes;

(d) indemnify and hold harmless MöbiVolt against all claims, damages, or liabilities arising from Buyer’s use or misuse of Prototypes.

9. Termination

MöbiVolt may terminate an SOW or these Terms immediately upon written notice if Buyer fails to pay amounts due or breaches any provision. Buyer may terminate for convenience upon thirty (30) days’ written notice, but shall remain liable for all fees, expenses, and work performed through the termination date.

10. Governing Law and Venue

These Terms shall be governed by the laws of the State of California, without regard to its conflict-of-law principles. Any dispute shall be resolved exclusively in the state or federal courts located in Alameda County, California, and Buyer consents to such jurisdiction and venue.

11. Entire Agreement

These Terms and the applicable SOW constitute the complete and exclusive agreement between the parties, superseding all prior or contemporaneous discussions, proposals, or agreements. No modification is binding unless in writing and signed by MöbiVolt. In the event of a conflict between these Terms and the applicable SOW, these Terms shall control unless the applicable SOW expressly amends these Terms, in which case these Terms shall be amended only for purposes of the applicable SOW, and shall remain unamended for any other SOW.