

AUTHORIZED RESELLER AGREEMENT

Marstek GmbH and YUKSE LTD, trading online as ZONNEBATTERIJSTORE

Agreement type	Authorized reseller appointment
Effective date	01 January 2024
Initial term	3 years, ending 31 December 2026
Renewal	Automatic renewal for successive 3-year periods unless terminated under this Agreement
Primary territory	Netherlands and Belgium
Cross-border sales	Permitted, subject to applicable laws and product compliance requirements
Pricing	Reseller may determine its own resale prices, including prices below Supplier's website prices or recommended prices
Fulfilment	Reseller ships products to customers and handles customer-facing support, returns and warranty administration
Warranty	10-year Marstek manufacturer warranty on eligible Marstek products, administered to customers by Reseller
Governing law	Laws of Germany

This Authorized Reseller Agreement is prepared as a clean signing draft based on the commercial instructions provided by the parties and the public company information reviewed for the parties. The parties should obtain their own legal and tax review before signature.

1. Parties

This Authorized Reseller Agreement (the "Agreement") is entered into as of 01 January 2024 (the "Effective Date") by and between the following parties:

Supplier	Marstek GmbH
Address	Wiesenstrasse 21, 40549 Dusseldorf, Germany
Registered court / no.	Amtsgericht Dusseldorf, HRB 106356
VAT ID	DE370208554
Managing Director	Min Rao
Email	support@marstek.de
Website	https://www.marstek.de/
Reseller	YUKSE LTD, trading online as ZONNEBATTERIJSTORE
Company number	15720019
Registered address	132 Catherine Street, Leicester, Leicestershire, United Kingdom, LE4 6EN
Director	Aydin Yukselen
Customer support email	info@zonnebatterijstore.com
Website	https://www.zonnebatterijstore.com/

Supplier and Reseller are referred to individually as a "Party" and together as the "Parties".

2. Background and Purpose

Supplier manufactures, distributes and promotes Marstek-branded residential and balcony energy storage systems, solar accessories, smart meters, micro-inverters, cables and related products.

Reseller operates the online store ZONNEBATTERIJSTORE and wishes to sell Supplier's products to customers in the Netherlands, Belgium and other permitted markets.

The Parties wish to confirm Reseller's appointment as an authorized reseller on the terms set out in this Agreement.

3. Appointment

Supplier appoints Reseller, and Reseller accepts appointment, as an authorized reseller of the Products during the Term.

Unless expressly agreed in a separate written document signed by both Parties, the appointment is non-exclusive. Supplier may appoint other resellers, distributors or sales channels, and Reseller may sell other compatible or complementary products.

Reseller may identify itself as an "Authorized Marstek Reseller" or similar accurate wording while this Agreement remains in force, provided that Reseller does not imply that it is Supplier, a branch of Supplier, or an exclusive representative unless separately authorized in writing.

4. Products

The products covered by this Agreement are the Marstek-branded products, accessories and related products listed or offered on Reseller's website and in Supplier's catalogue from time to time, including the products listed in Schedule 1 (the "Products").

Supplier may update, replace, discontinue or add Products to its catalogue. Unless Supplier gives written notice that a product is excluded, updated or successor products may be sold by Reseller under this Agreement.

Reseller shall sell only genuine Products obtained from Supplier or from channels expressly authorized by Supplier.

5. Territory and Sales Channels

Reseller's primary sales territory is the Netherlands and Belgium.

Reseller is also permitted to sell the Products to customers in other countries, provided that such sales comply with applicable consumer protection, product compliance, import, export, tax, electrical safety, advertising and data protection laws.

Reseller may sell through its own website, online marketplaces, direct sales, customer support channels and other lawful sales channels, unless Supplier gives reasonable written restrictions required for brand protection, product compliance or legal compliance.

6. Pricing and Commercial Freedom

Reseller is free to determine its own resale prices, promotional prices, discounts, bundles and customer offers.

Supplier shall not require a minimum resale price, minimum advertised price or fixed resale margin, unless such restriction is required by applicable law or expressly permitted under applicable competition law and agreed in writing.

Reseller may sell at prices below Supplier's own website prices or recommended retail prices.

Purchase prices, wholesale prices, taxes, shipping charges and payment terms between Supplier and Reseller shall be as agreed in purchase orders, invoices, pro-forma invoices or other written commercial confirmations accepted by both Parties.

7. Ordering, Stock and Fulfilment

Reseller may place purchase orders for Products with Supplier. Supplier may accept, reject or request changes to purchase orders based on availability, credit risk, compliance or operational constraints.

Unless otherwise agreed in writing, Reseller is responsible for customer-facing fulfilment, including warehousing, picking, packing, delivery to customers, delivery communication, customer order updates and delivery-related customer service.

Risk of loss and title between Supplier and Reseller shall pass in accordance with the delivery terms stated in the applicable invoice, purchase order confirmation or other agreed shipping document. If no delivery term is stated, the Parties shall agree the applicable delivery term before shipment.

Reseller shall maintain reasonable records of customer orders, serial numbers where available, delivery dates, returns and warranty claims so that warranty and product-safety matters can be managed efficiently.

8. Marketing Rights and Website Content

Supplier grants Reseller a non-exclusive, non-transferable, royalty-free licence during the Term to use Supplier's trademarks, trade names, product names, product images, product videos, product descriptions, technical specifications, manuals, website content and other marketing assets solely for the advertising, promotion, sale, support and warranty handling of the Products.

Reseller may adapt product descriptions, images and promotional content for the Netherlands, Belgium and other target markets, provided that such adaptations are accurate, lawful and do not materially misrepresent the Products.

All goodwill arising from use of Supplier's trademarks and brand assets shall accrue to Supplier. Reseller shall stop using Supplier's brand assets after termination, except as reasonably necessary to complete pending customer support, warranty or legal obligations.

9. Customer Support, Returns and Warranty

Reseller shall be the first-line customer contact for sales questions, delivery questions, installation guidance within Reseller's competence, returns, complaints and warranty claims from Reseller's customers.

Reseller shall administer customer-facing warranty handling for Products sold by Reseller, including intake, diagnosis, communication with the customer, return instructions, replacement handling and escalation to Supplier where required.

Eligible Marstek Products sold by Reseller carry a 10-year Marstek manufacturer warranty from the date of delivery to the end customer, subject to the applicable product warranty terms, exclusions and mandatory consumer rights.

The warranty shall not cover damage caused by misuse, accident, unauthorized repair, installation contrary to the manual, use outside specifications, force majeure, normal wear and tear, or natural gradual battery-capacity reduction within stated specifications, unless mandatory law provides otherwise.

Supplier shall provide reasonable technical and warranty support to Reseller for valid manufacturer-defect claims, including repair, replacement, credit or other remedy in accordance with Supplier's applicable warranty process.

Nothing in this Agreement limits statutory consumer rights that cannot be excluded under applicable law.

10. Compliance and Customer Information

Each Party shall comply with all laws and regulations applicable to its activities under this Agreement.

Reseller is responsible for lawful customer-facing sales practices, product claims, advertising, price displays, tax/VAT treatment, return policies, privacy notices, cookie rules and consumer information duties in the countries where it sells.

Reseller shall provide customers with accurate product information, safety information, installation limitations, warranty information and return procedures in a language and format required by applicable law.

Supplier shall provide Reseller with reasonably available product documentation, specifications, manuals and compliance information needed for lawful marketing and support of the Products.

11. Intellectual Property

Supplier retains all rights, title and interest in and to the Marstek brand, trademarks, logos, product designs, product content, technical documentation and other intellectual property owned or controlled by Supplier.

Reseller receives only the limited rights expressly granted in this Agreement. Reseller shall not register or attempt to register any trademark, domain name, social-media handle or advertising account name confusingly similar to Supplier's marks, except with Supplier's written approval.

Reseller shall promptly notify Supplier of suspected counterfeit products, brand misuse or intellectual-property infringement relating to the Products.

12. Data Protection

Each Party shall comply with applicable data protection laws, including the GDPR where applicable.

Reseller is the controller for customer data collected through Reseller's sales channels. Supplier shall process any customer data received from Reseller only for legitimate support, warranty, product safety, logistics or legal purposes connected with the Products.

If the Parties exchange personal data in a way requiring a separate data processing agreement or standard contractual clauses, the Parties shall enter into such documentation in good faith.

13. Confidentiality

Each Party shall keep confidential all non-public commercial, technical, operational and financial information received from the other Party, including wholesale prices, supply terms, customer support procedures, product roadmaps and business plans.

Confidential information may be used only for the performance of this Agreement and may be shared only with employees, contractors, advisers or service providers who need to know it and are bound by confidentiality obligations.

This clause does not restrict disclosure required by law, a competent authority, a court, an auditor, a tax adviser or legal counsel.

14. Term and Renewal

This Agreement starts on 01 January 2024 and continues for an initial term of three (3) years, ending on 31 December 2026.

At the end of the initial term, and at the end of each renewal term, this Agreement shall automatically renew for a further three (3) years unless either Party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term.

The Parties may review commercial terms, operational procedures and product coverage at any time by written agreement.

15. Termination

Either Party may terminate this Agreement for convenience by giving one hundred eighty (180) days' written notice to the other Party.

Either Party may terminate this Agreement for material breach if the breach is not cured within thirty (30) days after written notice describing the breach.

Either Party may terminate immediately by written notice if the other Party becomes insolvent, ceases business, engages in fraud, materially damages the other Party's brand or reputation, sells counterfeit products, or repeatedly violates applicable law.

Termination shall not affect accrued rights, unpaid amounts, pending customer obligations, warranty obligations for Products already sold, confidentiality obligations, intellectual property protections or any clause intended to survive termination.

16. Limitation of Liability

Neither Party shall be liable for indirect, incidental, special, punitive or consequential losses, including loss of profit, loss of revenue, loss of goodwill or loss of data, except to the extent such limitation is not permitted by law.

Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, wilful misconduct, mandatory product liability, unpaid purchase price, infringement of intellectual property rights, breach of confidentiality or liability that cannot be excluded under applicable law.

Subject to the preceding paragraph, each Party's aggregate liability under this Agreement shall be limited to the total net amounts paid or payable by Reseller to Supplier for Products during the twelve (12) months preceding the event giving rise to the claim.

17. Indemnity

Reseller shall indemnify Supplier against third-party claims, losses and reasonable costs arising from Reseller's unlawful advertising, unauthorized product modifications, inaccurate customer statements, failure to comply with consumer laws, or fulfilment and support activities under Reseller's control.

Supplier shall indemnify Reseller against third-party claims, losses and reasonable costs arising from Supplier's infringement of third-party intellectual-property rights in the Products, confirmed manufacturing defects, or Supplier's failure to provide legally required product information within Supplier's control.

18. Notices

Notices under this Agreement shall be in writing and delivered by courier, registered post or email to the addresses stated in the party block, or to any updated address notified in writing by the receiving Party.

Email notices shall be deemed received on the next business day after sending, provided that the sender does not receive an automated delivery failure notice.

19. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by the laws of Germany, excluding its conflict-of-law rules.

The courts with jurisdiction for Dusseldorf, Germany shall have exclusive jurisdiction for disputes between the Parties, subject to any mandatory law that cannot be excluded.

Before commencing litigation, the Parties shall first attempt in good faith to resolve disputes through senior-management discussion.

20. General Provisions

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment relationship, agency relationship or franchise.

Reseller shall not bind Supplier to any customer promise, guarantee, liability or contract unless Supplier has expressly authorized it in writing.

This Agreement, including its Schedule, represents the entire agreement between the Parties on its subject matter and supersedes prior oral or written discussions on that subject.

Any amendment must be in writing and signed by both Parties.


If any provision is held invalid or unenforceable, the remaining provisions shall remain in force and the Parties shall replace the invalid provision with a valid provision that most closely reflects the commercial intent.

Neither Party may assign this Agreement without the other Party's prior written consent, except to an affiliate or successor in connection with a merger, reorganization or sale of substantially all relevant business assets.

This Agreement may be signed electronically and in counterparts. Each counterpart shall be deemed an original and all counterparts together shall constitute one instrument.

21. Signatures

By signing below, each Party confirms that it has authority to enter into this Agreement and agrees to be bound by its terms.

For Supplier	For Reseller
Marstek GmbH Signature: <u></u> Name: Min Rao Title: Managing Director Date: <u>01/01/2024</u> Place: <u>Dusseldorf, Germany</u>	YUKSE LTD Signature: <u></u> Name: Aydin Yukselen Title: Director Date: <u>01/01/2024</u> Place: <u>Leicester, United Kingdom</u>

Schedule 1 - Covered Products

The following products were listed on ZONNEBATTERIJSTORE's all-products page at the time this draft was prepared. The covered Products also include successor, replacement or updated Marstek products made available to Reseller by Supplier unless expressly excluded in writing.

#	Product listed on ZONNEBATTERIJSTORE
1	Marstek Saturn M micro-omvormer
2	Apollo flexibel zonnepaneel 220W (4-pack)
3	Schuko kabel met Betteri-stekker (5m)
4	Schuko kabel met BC05-stekker (5m)
5	Jupiter C Plus uitbreidingsaccu
6	Venus A uitbreidingsaccu
7	Venus D uitbreidingsaccu
8	Marstek CT003 smart meter (P1 & IR)
9	Marstek CT002 3-fase smart meter
10	Apollo flexibel zonnepaneel 110W (4-pack)
11	Bifaciaal zonnepaneel 450W (2-pack)
12	Marstek Saturn B2500-D
13	Marstek Jupiter C Plus
14	Marstek Venus A
15	Marstek Venus D
16	Marstek Venus C
17	Marstek Venus E Gen 2.0
18	Marstek Venus E Gen 3.0

Document Basis

Reseller details were taken from ZONNEBATTERIJSTORE and Companies House public records for YUKSE LTD. Supplier details were taken from Marstek GmbH's German imprint. Product coverage was based on the ZONNEBATTERIJSTORE all-products page and the commercial instructions provided by Reseller.