

Quanergy Terms of Sale

These Terms of Sale ("Terms") apply to all quotations made, order forms entered into, and purchase orders issued for the sale of the products specified on such quotation, order form, and/or purchase order (the "Products"), by Quanergy, Inc. ("Company"). Company does not accept, expressly or impliedly, and Company hereby rejects, any additional or conflicting terms or conditions, except as expressly agreed by Company in writing. By ordering, accepting, or retaining any Products from Company after receipt of these Terms or a notice that sales are subject to these Terms, the customer ("Purchaser") agrees to be legally bound by these Terms.

1. **Price and Product Changes:** Prices and Products are subject to change at any time unless and until Company, at its sole discretion, accepts an order specifying certain prices and products.
2. **Orders:** Company reserves the right to reject any orders at its sole discretion. Orders are not accepted, until Company sends Purchaser a written order acceptance or actually delivers the ordered Products provided that delivery constitutes acceptance only to the extent Company actually delivers.
3. **Terms:** Invoices are due and payable within thirty (30) days from the date of invoice for qualified customers. Non-qualified customers shall pre-pay full amount of invoice. Purchaser shall identify the invoice number(s) to which its payments shall be applied against.
4. **Early/Late Payment:** Amounts not paid within thirty (30) days of Purchaser's receipt of Company's invoice are subject to late charges at the lesser rate of (1) 1.5% per month, or (2) the maximum amount permitted under applicable law. Purchaser shall also pay all costs of collection, including reasonable attorney fees and costs. Taxes, customs, and other charges are not included in prices and must be paid or reimbursed by Purchaser separately.
5. **Delivery:** Delivery will be made F.O.B. (California Commercial Code) Company's dock for shipments to destinations within the U.S., and F.C.A. (ICC Incoterms 2010) Company's dock for shipments abroad.
6. **Shipping:** Purchaser will pay all duties, export fees, shipping costs and insurance, if any. All delivery dates are non-binding targets; Company shall not be liable for any delays.
7. **Limited Use License:** The software embedded in and/or provided with Company's Products (the "Software") is proprietary to Company. Subject to these Terms and Purchaser's payment of all applicable fees, Purchaser shall have a non-exclusive, non-transferable and limited right to use the Software as provided by Company solely in connection with the Products. Except as expressly granted in this Section 7, no licenses are granted by Company, be it express, implied, statutory, estoppel, or otherwise. All rights not expressly granted are reserved by Company.
8. **Restrictions:** Purchaser represents and warrants that it will not (and will not allow any third party to): (a) modify, adapt, alter, translate, or create derivative works of the Product, or any Software, (b) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for the Product, or any Software, (c) assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available any Software, or (d) remove proprietary notices on Product or its accompanying documentation. Additionally, Purchaser may not resell the Product to any third party unless Purchaser has executed a reseller agreement with Company.
9. **Limited Warranty:** Unless Company provides a different limited warranty with the Products, the warranty terms and conditions shall be subject to the following Limited Warranty (the "Limited Warranty"), which is non-assignable. The Limited Warranty covers the original purchaser of Products installed on the Purchaser equipment for which the Products were purchased, against defects in material or workmanship for a period of two (2) years for Quanergy sensors, and one (1) year for all other hardware and accessories, from the date of shipment (or as required by applicable law). An extended warranty may be purchased only if the existing warranty has not expired. The sole obligation of Company and the exclusive remedy of Purchaser under this Limited Warranty is to repair or replace, at Company's discretion, any Product, which is determined by Company to have been defective in materials or workmanship. In servicing Purchaser's Product, Company may, at its sole discretion, use parts or products that are new or

refurbished and equivalent to new in performance and reliability. Company will retain any and all replaced parts or Products as its own property and the replacement parts or Products will become Purchaser's property. Company will not be responsible for conditions arising as a result of installation. The following defects are excluded from warranty coverage:

- (a) Damage attributable to accident, abuse, neglect, improper installation, and improper maintenance;
- (b) Operating outside the specified temperatures;
- (c) Repair or alteration of the Product by any party other than Company;
- (d) Use of the Product in a manner or purpose for which it was not designed or intended by Company as specified by Purchaser;
- (e) Damage due to corrosion (including due to water quality, liquids utilized and air), mineral deposits, mold, fungus, abrasion or bacteria;
- (f) Ordinary wear and tear;
- (g) Any portion or component of any Product that is not supplied by Company, regardless of the cause of the failure of such portion or component;
- (h) Products on which the unit identification tags, tamper resistance, or labels have been removed or defaced;
- (i) Products on which payment to Company or to the distributor or installing contractor, is in default.

10. **Warranty Disclaimer:** This Limited Warranty is the sole and exclusive warranty applicable to Products. Company disclaims all other express warranties and all implied warranties of merchantability and fitness for a particular purpose, to the fullest extent permitted by applicable law. No representative, distributor, dealer or agent of Company has the authority to make any representation, warranty, or agreement on behalf of Company with respect to Products. No representation or warranty of any kind or nature is made by Company beyond those expressly stated herein. Whenever possible, each provision of the foregoing warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this warranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this warranty.

11. **Returns:** After obtaining a return material authorization (RMA) number from Company's Customer Service Department, Purchaser may, at Purchaser's sole cost and expense, return defective Products to Company for repair or replacement in accordance with the accompanying warranty. Purchaser is responsible for shipment to Company and assumes all costs and risks associated with this transportation; return shipment to the Purchaser will be at Company's expense. Purchaser shall be responsible for return shipment charges for Product returned where Company determines there is no defect, or for Product returned that Company determines is not eligible for warranty repair.

12. **Limitation of Liability:** COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF BUSINESS, REVENUE, PROFIT OR GOODWILL, DOWNTIME COSTS, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, OR CLAIMS OF PURCHASER'S CUSTOMERS FOR SUCH DAMAGES, THAT MAY ARISE OUT OF, IN CONJUNCTION WITH OR RELATE TO, THE FAILURE OF ANY, UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION. IN NO EVENT SHALL COMPANY'S LIABILITY

EXCEED THE PRICE OF THE PRODUCTS, WHICH GIVE RISE TO THE CLAIM.

13. Compliance: Purchaser acknowledges and agrees that the Products covered by any purchase order are subject to export controls imposed by the United States Government under various federal laws. Purchaser shall comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection's ("U.S. Customs"), Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative (for information go to <http://www.cbp.gov/> and find the link to the C-TPAT section). Purchaser further certifies that the Products: (a) are not intended to be used for any purpose prohibited by the applicable law or regulations including, without limitation, nuclear related activities or chemical/biological weapons or missiles; (b) are not intended to be released, shipped or re-exported to any destination to which the United States has prohibited shipment; and (c) are not intended to be released, shipped or re-exported, either directly or indirectly, to any persons identified on the Denied Persons List published

by the U.S. Department of Commerce Bureau of Industry and Security. Purchaser shall indemnify Company from any damages and costs caused by Purchaser's failure to comply with applicable laws. This Section shall survive any termination or expiration of Purchaser's purchase order.

14. Governing Law; Disputes: These Terms and any disputes arising out of or in connection with these Terms ("Disputes") shall be governed by California laws without regard to conflict of laws principles and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). All Disputes are subject to the exclusive jurisdiction of courts in California, with the sole exception that (1) Purchaser may also be sued for payments at its places of business and any shipment destination and (2) each party may obtain injunctive relief from any court of competent jurisdiction worldwide. The prevailing party in any Disputes shall be entitled to reimbursement of all legal fees including reasonable attorneys' fees from the other party.