

General Terms and Conditions of Delivery and Assembly of INTILION Aktiengesellschaft

1. Contract conclusion and general terms

- 1.1. All offers of INTILION Aktiengesellschaft, Wollmarktstraße 115c, 33098 Paderborn, Germany, registered in the commercial register of the Local Court in Paderborn under registration number HRB 12345 (hereinafter 'INTILION', 'we' or 'us') regarding the sale of energy storage products (hereinafter 'object of sale'), including any additionally agreed services (e.g. delivery, installation, commissioning and trial operation) (hereinafter together 'scope of delivery and services'), are made exclusively on the basis of these General Terms and Conditions of Delivery and Installation (hereinafter 'Terms and Conditions'). In the case of existing business relationships, these Terms and Conditions shall also apply to all future contracts relating to the scope of delivery and services agreed with our customers, even if they are not agreed again separately. However, these Terms and Conditions shall only apply if the Purchaser is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law ('öffentlich-rechtliches Sondervermögen'). Conflicting, deviating, or supplementary general terms and conditions of the customer are expressly rejected. We are not bound by them even if we have not expressly rejected them once again upon receipt. Even if we refer to a letter that contains or refers to terms and conditions of the customer or a third party or if we unconditionally carry out the delivery or provide the service to the customer while being aware of its general terms and conditions, this does not mean that we agree that those terms and conditions apply.
- 1.2. All our offers - whether in writing, by e-mail, on the Internet (e.g. on our website), in consultations or advertising materials (e.g. in advertisements, product descriptions or other documents) - serve solely to inform the customer and are always subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. We can accept orders or commissions from the customer - unless otherwise stated in these - within 14 days of receipt ('Zugang¹'). Acceptance can be declared in writing or in text form (for example, by order confirmation) or by delivery of the ordered goods.
- 1.3. The sales contract agreed in writing, including these General Terms and Conditions, is the sole basis for the legal relationship between us and the customer. This sales contract includes all agreements made between the contractual parties on the subject of the contract in full. Verbal undertakings by us prior to this contract being concluded are not legally binding and verbal agreements between the contractual parties are replaced by the written contract, unless the contract specifically states, that said verbal agreements continue to apply and be legally binding. Our employees except of members of the management board or authorized signatories ('Prokuristen'), are not authorized to make any verbal agreements that contradict the abovementioned requirement. Product warranties as well as representations and warranties must be expressly designated as such and confirmed by us in writing to be legally binding.
- 1.4. Supplementary provisions and amendments to the agreements, including these General Terms and Conditions of Delivery and Assembly, must be made in writing and signed ('Schriftform') in order to be valid. With the exception of managing directors or authorized signatories, our employees are not entitled to reach any other verbal agreements. Guarantees and assurances must be clearly identified by us as such and confirmed in writing.

¹ An order is deemed received ('Zugang' in terms of German law) if and as soon as it has come into the recipient's sphere in the way that the recipient can reasonably be expected to take note of it.

- 1.5. Drawings, illustrations, technical details, specifications of weight, dimensions and performance are only considered to be approximations, unless the ability to use the services for the contractually agreed purpose requires said information to be precisely defined; in particular, this information does not represent an agreed or guaranteed level of quality. We reserve all rights of ownership and copyright to these documents; they must not be disclosed to third parties without our written and signed approval. Statements provided in our product documentation, technical information, and other publicly available information are only legally binding if we explicitly confirm them.
- 1.6. We reserve the property rights and copyrights to all offers and cost estimates submitted by us as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the customer; they may not be made accessible to third parties or disclosed in any form or made usable or reproduced by third parties without our written consent. At our request, the customer must return the aforementioned documents and/or objects to us in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of normal data backup.
- 1.7. Legally relevant statements and notifications submitted to us after the contract with the customer is concluded (e.g., notification of notice periods or defects or notices of contract rescission or price reduction) must be provided either in writing and signed or in text form ('Textform') (e.g., letter, e-mail, fax) to be valid.
- 1.8. If the goods to be delivered are non-customized goods held in stock, the customer has the option to cancel the contract against payment of a flat fee of 10% of the net contract price, but not less than EUR 200, in the event that the customer states that it would like to cancel the contract before delivery of the goods, we comply with this request, and the customer is not entitled to a contractual or statutory right of rescission; this does not mean that the customer has the right to cancel, rescind, or terminate the contract. Our statutory rights and the right to furnish proof of higher damage remain unaffected; the flat fee must be offset against any further monetary claims. The customer has the right to prove that we did not incur any damage at all or considerably less damage than the aforesaid flat fee.
- 1.9. We do not keep spare parts available beyond the service life of the delivered goods in question.
- 1.10. If references are made to the validity of statutory provisions, it should be noted that these are only of a clarifying nature. The statutory provisions shall apply - even if no corresponding clarification has been made - to the extent that they are not amended or excluded by these terms and conditions.

2. Payment, prices, setoff, and EU entry certificate

- 2.1. Unless otherwise agreed, our prices include loading ex works or warehouse (FCA Incoterms 2020). All other costs such as the costs of packaging, freight, customs duties, and insurance premiums etc. as well as statutory value-added tax are charged separately. Furthermore, our sales prices do not include any fees or grid connection costs that may be incurred or other costs that must be paid to the electricity grid operator responsible at the destination specified by the customer in connection with the grid connection, any additionally agreed commissioning and/or operation of the object of sale. These costs shall be borne exclusively by the customer.
- 2.2. If the customer also utilizes an e-mail address alongside its mail address in its business operations, we are entitled to submit our invoice electronically (via e-mail) to the customer, unless the customer objects to the electronic transmission of invoices.
- 2.3. Unless otherwise agreed in writing, the agreed price is due for payment without deduction within 30 days net of invoice date. The date of payment is deemed to be the date of receipt of payment by us. The customer shall be deemed in default of payment ("Verzug") as soon as the aforesaid period for payment has expired. During the period of default, interest in

the amount of the current statutory default interest rate (Section 288 of the German Civil Code [BGB]) will incur on the purchase price. We reserve the right to claim compensation of any further damage due to the default ('Verzugsschaden'). In dealings with merchants ('Kaufleute'), our right to claim interest as of the due date at the commercial rate (Section 353 of the German Commercial Code [HGB]) remains unaffected.

- 2.4. The customer is only be entitled to claim rights of set-off or retention insofar as his claim arises from the same contractual relationship under which we are to provide the scope of delivery and services and the customer's counterclaim is undisputed or has been established by a final non-appealable decision (res judicata).
- 2.5. We are entitled at any time, including during an ongoing business relationship, to make delivery of goods, or parts thereof, dependent on advance payment. We will declare a proviso to this effect no later than upon order confirmation.
- 2.6. If, in the case of intra-Community delivery that is exempt from value added tax (VAT) according to Section 4 no. 1 b) in conjunction with Section 6a of the German Value Added Tax Act (UStG), the customer themselves or a carrier engaged by the customer collects the goods intended for delivery, the customer is obliged to provide us with a signed written declaration confirming that the goods in question are shipped to, and have actually entered, another EU member state (entry certificate ["Gelangensbestätigung"]). The entry certificate must state the name and address of the customer, the designation and quantity of the goods delivered, the date of collection by the customer and of entry of the goods to the other EU member state, as well as the exact destination address. The entry certificate must be submitted to us no later than 1 month after collection of the goods. If, despite our request, the customer does not comply with this obligation even after expiry of an additional reasonable period granted for submission, we are entitled to subsequently invoice the customer for the statutory value added tax payable in Germany for the goods delivered.

3. Delivery/service deadlines; delay; force majeure

- 3.1. Deadlines and periods for the execution of the scope of delivery and services (hereinafter 'delivery and service deadlines' or 'delivery and service periods') always apply only approximately on the basis of the current planning status, unless a fixed deadline or a fixed period has been expressly promised or agreed. If despatch has been agreed, all delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
- 3.2. Compliance with delivery periods is subject to the timely receipt of all documents, necessary permits, authorizations and approvals especially of plans, that are to be provided by the customer according to the contract, as well as to compliance by the customer with the agreed terms of payment and other obligations incumbent on the customer. If these criteria are not met, our periods for delivery and service provision will be extended by the period in which the customer does not comply with its contractual obligations to us. We are only entitled to perform partial deliveries and partial services if such partial delivery is usable for the customer for the purpose intended under the contract, the delivery of the remaining goods is assured and the customer does not incur substantial additional effort or costs as a result of the partial delivery (unless we agree to bear these costs).
- 3.3. We are not liable for the performance of the delivery not being possible, non-delivery, or delays to delivery due to force majeure or other events that were unforeseeable when the contract was concluded (e.g., interruption of operations of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lock-outs, labour shortages or shortages of energy or raw materials, difficulties in obtaining the necessary official approvals, governmental measures, or if materials are not supplied, not in time, or improper by suppliers) and for which we are not responsible. The COVID-19 pandemic is considered to be a case of force majeure as defined in this section 3.3. If the aforementioned events make it severely difficult or impossible for us to perform the delivery or service and the interruption is not just of a temporary nature, we are entitled to withdraw from the contract. In the case of temporary interruptions, the periods for performing deliveries or

services are extended, or the dates for performing deliveries or services are postponed, by the duration of the interruption, plus a reasonable start-up period. If it is not reasonable for the customer to accept the delivery or service as a result of the delay, the customer shall be entitled to withdraw from the contract by submitting a corresponding declaration in writing or in text form to us without undue delay.

- 3.4. If a deadline or period agreed in writing is exceeded, the customer shall grant us a reasonable grace period of at least two weeks.
- 3.5. If we are in default with a delivery or performance of service after expiry of the grace period or if a delivery or the performance of service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with clause 9 of these terms and conditions. We reserve the right to prove that the customer has not suffered any damage as a result of the delay in delivery/performance of service.

4. Shipment, packaging, transfer of risk, and acceptance by the customer

- 4.1. The goods to be delivered are shipped at the customer's expense and risk. The risk passes to the customer upon handover of the goods (the beginning of the loading procedure is decisive) to a forwarder or carrier, but no later than upon the departure from our warehouse or works, even if delivery is carried out free to the destination. This also applies if we perform partial deliveries or if we provide other services (such as shipment, assembly, performance of commissioning or trial operation). If the delivery and the performance of further services take place on different dates, the Purchaser is obliged to store the object of sale properly from the transfer of risk and to protect it against damage, destruction, loss and unauthorised access by third parties.
- 4.2. If the customer is in default of acceptance in accordance with sec. 4.3 below, the risk shall pass to the customer as soon as the default of acceptance occurs. In this case we are entitled to issue the invoice for the goods affected by the default in acceptance.
- 4.3. The customer is obliged to accept the goods on the agreed date. If the goods are not accepted in due time, the customer shall be in default of acceptance (§ 293 BGB – German Civil Code). In this case, the customer undertakes to store the goods immediately, but at the latest within 3 working days, in a warehouse to be determined by the customer ("interim or subsequent storage"). The costs for such interim or subsequent storage shall be borne by the customer due to the default of acceptance. Alternatively, the customer is obliged to provide us with an address for the storage of the goods within the same period. The transport of the goods to the named warehouse shall then be at the expense and risk of the customer. This shall also apply if we organize the transport on behalf of the customer.
- 4.4. If the customer is in default with the timely interim or subsequent storage of the goods or with the notification of the address for such storage, we shall be entitled to carry out this interim or subsequent storage ourselves at the customer's expense or to instruct an external warehouse keeper in our own name and at the customer's expense. In this case we shall only be liable for the proper selection of the warehouse keeper.
- 4.5. In addition, the customer is obliged to pay a lump sum compensation amounting to 0,5% of the net price of the goods for each week or part thereof of default in acceptance, but not more than a total of 5% of the net price of the goods or services affected by the default in acceptance. Our statutory rights and the right to furnish proof of higher damage incurred by us remain unaffected; the aforesaid lump sum must be offset against any further monetary claims asserted by us. The customer has the right to prove that we did not incur any damage at all or considerably less damage than the aforesaid lump sum.
- 4.6. Unless specifically agreed otherwise, we may in our discretion choose the type of packaging and – in case we carry out shipment for the customer – also the mode of shipment and the means of transportation. The shipment will be insured

against theft, breakage, and damage during transport or damage by fire or water or other insurable risks solely at the customer's express request and at the customer's expense.

- 4.7. If the delivered goods or individual contractual services are subject to approval ('Abnahme'), the time of approval will determine the transfer of risk to the customer. However, we shall be entitled to provide self-contained partial services for acceptance and to demand their acceptance. The customer may not refuse acceptance due to insignificant defects (i.e. defects that do not restrict the usability of the service, such as mere cosmetic and surface defects).
- 4.8. If the customer has not declared the approval of the delivered goods, the delivered goods (or in the case of acceptance of completed partial services, the respective service in question) are deemed approved if and as soon as
- the delivery of the goods (or in the case of acceptance of completed partial services, the respective service in question) has been completed,
 - we have informed the customer to that effect, thereby pointing out that otherwise the goods will be deemed approved according to this section 4.8, and have requested that the customer inspects the goods for approval,
 - since delivery (or in the case of acceptance of completed partial services, the completion of the relevant service), a period time has passed within which, given the specific nature of the delivered goods, the customer could reasonably be expected to inspect the delivered goods for approval under normal conditions, but no longer than 12 working days, or the customer has started to use the delivered goods (for example, by putting them into operation) and, in this case, 5 working days have passed since delivery (or in the case of acceptance of completed partial services, the completion of the relevant service), and
 - the customer, during this period, has not inspected the goods for approval for a reason other than a defect reported to us that prevents or substantially impairs the use of the delivered goods.

5. Retention of title

- 5.1. We retain title of the goods sold and delivered (goods subject to retention of title) until all our current and future claims arising from the sales contract and an ongoing business relationship (secured claims) have been paid in full.
- 5.2. Until further notice according to para. c. below, the customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following supplementary provisions shall apply:
- The retention of title extends to the full value of any items generated by or arising from the processing, mixing, integration or combination of the goods subject to retention of title; in this case, we are considered as the manufacturer. If, in the case of processing, mixing, integration or combination with third-party goods subject to retention of title, the third party continue to hold title in the goods, we will acquire co-ownership of the new items according to the proportion of the invoice values of the processed, mixed, integrated or combined goods subject to retention of title. In all other respects, the generated or arising item will be governed by the same provisions as the delivered goods that are subject to retention of title.
 - By way of security, the customer hereby assigns us the claims against third parties arising from the resale of the goods subject to retention of title or of the newly generated item in the full amount of the claims or in the amount of any share of title we have as described in the preceding para. a. We hereby accept the assignment. The customer's obligations specified in section 5.3 also apply with regard to the assigned claims.
 - Both we and the customer remain authorized to collect the claims. We undertake not to collect the assigned claims as long as the customer fulfills its payment obligations to us, the customer's ability to perform their obligations is not impaired and we do not invoke our retention of title by exercising a right under section 5.4. However, if this is the case, we may request that the customer disclose to us the details of the assigned claims and the corresponding

debtors, provide us with all information required for collection, hand over to us all related documents and notify the debtors (third parties) of the assignment. In addition, we are entitled in this case to revoke the customer's authority to resell and further process the goods subject to retention of title.

- 5.3. Prior to full payment of the secured claim, any goods subject to retention of title are not entitled to be pledged to third parties or assigned by way of security. The customer must notify us in writing or in text form without undue delay if an application to open insolvency proceedings is filed against the customer or of any interferences or measures taken by third parties against the goods belonging to us (e.g. through seizure).
- 5.4. If the customer is in breach of the contract, in particular in the case of non-payment of the purchase price due, we are entitled to withdraw from the contract in accordance with the statutory provisions and, on the basis of the retention of title and the withdrawal, to request the return of the goods that are subject to retention of title. If the customer fails to pay the purchase price due, we are entitled to assert these rights only if beforehand we have unsuccessfully granted the customer a reasonable period for payment or if the grant of such a period is dispensable according to the statutory provisions.
- 5.5. If the value of the security provided to us exceeds, not only temporarily, the amount of our claims by over 10%, we are obliged upon request of the customer to release an appropriate part of the security, which we may choose at our discretion.
- 5.6. The customer is obliged to treat the object of sale with care as long as ownership has not yet been transferred to him. In particular, he is obliged to insure them adequately at his own expense against theft, fire and water damage at replacement value.

6. Defects in quality

- 6.1. Unless otherwise agreed, the rights of the customer with regard to defects in quality or title are governed by the statutory provisions.
- 6.2. The customer's claims for defects are subject to the condition of compliance by the customer with the statutory obligations to inspect the goods and notify defects, if any exists (Sections 377, 381 HGB). If the delivered goods are intended for installation into other items, they must be inspected before installation. If a defect is found upon delivery, during inspection or later, the customer is obliged to notify us in writing or in text form of this without undue delay. In any case, obvious defects must be reported to us within 7 working days of delivery; defects that could not reasonably be detected during inspection must be reported to us within the same period, counted from their detection. If the customer fails to duly inspect the goods and/or to notify defects in the proper manner, our liability for any defect that was not reported at all, or that was not reported in a timely manner or in the proper manner, is precluded in accordance with the statutory provisions.
- 6.3. If the delivered goods are defective, we are entitled to choose whether to fulfil our subsequent performance obligations ('Nacherfüllungspflicht') by rectifying the defect ('Nachbesserung') or by delivering a non-defective substitute ('Ersatzlieferung').
- 6.4. Unless agreed otherwise, the place of subsequent performance is Paderborn, Germany.
- 6.5. We are entitled to make the subsequent performance owed by us dependent on the customer's payment of the purchase price due. However, the customer is entitled to withhold a part of the purchase price that is appropriate and reasonable in relation to the existing defect.
- 6.6. The customer is obliged to grant us the time and opportunity required for the subsequent performance owed by us; in particular, the customer is obliged to hand over the allegedly defective goods to us for examination purposes. If we deliver a substitute, the customer is obliged to return the defective goods to us in accordance with the statutory provisions. If we were not obliged to provide assembly under the sales contract, any subsequent performance does not include removal of the defective goods or reassembly of the repaired or the new goods either.

- 6.7. If the goods are actually found to be defective, we will bear the expenses required for the purpose of examination and subsequent performance, in particular the costs of transportation, infrastructure, labour, material, and, where applicable, the cost of disassembly and reassembly. Otherwise, we are entitled to claim that the customer refunds the costs incurred by us as a result of the unjustified request for defect rectification (including but not limited to the costs of examination and transportation), unless the customer was reasonably unable to recognize that the goods were not defective.
- 6.8. We are not liable for any of the following:
- a. Defects caused by damage, incorrect connections or improper operation or by non-compliance by the customer with the manufacturer's instructions or information.
 - b. Damage caused by improper use of the delivered goods or use contrary to the intended purpose.
 - c. Damage caused by force majeure (e.g., lightning strike).
 - d. Damage caused by contamination or wear and tear as a result of the overloading of mechanical and/or electronic parts.
 - e. Damage caused by unusual mechanical, chemical, or ambient influences/atmospheric impact.
- 6.9. If the subsequent performance is unsuccessful or a reasonable period set by the customer for subsequent performance has expired or is not necessary in accordance with the statutory provisions, the customer can withdraw from the sales contract or reduce the purchase price. No right of withdrawal exists in the case of a minor defect.
- 6.10. Claims by the customer with regard to reimbursement of expenses required for the purpose of subsequent performance, including but not limited to the costs of transportation, labour, material and tolls, are excluded if these expenses incurred because the delivered goods have been subsequently relocated to a place other than the place of delivery or to any contractually agreed place of installation, unless such relocation is in accordance with the intended use of the goods.
- 6.11. The customer is only entitled to statutory recourse claims against us insofar as the customer has not entered into any agreements with its own customer that go beyond the statutory claims for defects. This applies accordingly to the scope of the customer's recourse claim against us.
- 6.12. The customer's statutory rights of recourse against us shall only exist to the extent that the Purchaser has not made any agreements with its customer that go beyond the statutory claims for defects. This shall apply accordingly to the scope of the customer's right of recourse against us.
- 6.13. Even in the case of defects, any claims by the customer to damages or reimbursement of futile expenses are governed by sections 9 and 10; any further claims are not permitted.

7. Industrial property rights and copyrights; defects in title

- 7.1. Unless otherwise agreed, we are obliged to ensure that the delivered goods are free of industrial property rights and copyrights of third parties (hereinafter: IP rights) only with respect to the country in which the goods are delivered and the country where the goods are intended to be used under the contract.
- 7.2. If a third party asserts justified claims against the customer for an infringement of IP rights by goods delivered by us that are used in accordance with the contract, we will be liable to the customer as follows during the period defined in section 10:
- a. At our discretion and at our expense, we will either procure a right of use for the delivered goods in question in order to change them in such a way that the IP right is no longer infringed or replace the delivered goods. If we are unable to do this at conditions reasonably acceptable to us, the customer will be entitled to the statutory right to withdrawal or reduction of the purchase price.
 - b. Our obligation to pay damages is governed exclusively by sections 9 and 10 below.

- c. Our abovementioned obligations only exist if the customer has notified us in writing without undue delay of the claims asserted by a third party and has not acknowledged the infringement and makes sure that all defence measures and settlement negotiations are reserved to us unless non-compliance by the customer with these obligations does not lead to any deterioration of our legal position. If, for reasons of mitigation of damage or other good cause, the customer discontinues the use of the delivered goods, the customer is obliged to notify the third party that the discontinuation of use does not constitute acknowledgment of an infringement of IP rights. No claims may be asserted by the customer if the customer is responsible for the infringement of IP rights.
- 7.3. Furthermore, no claims may be asserted by the customer if the infringement of IP rights is caused by special requirements or specifications given by the customer, by any use that was not foreseeable by us, or by the fact that the delivered goods were modified by the customer without our prior consent or were used together with other products not delivered by us, without this being reasonable foreseeable by us.
- 7.4. In all other respects, in the case of an IP rights infringement, the provisions of the preceding section 6 apply accordingly to the customer's claims defined in the preceding section 7.2 a); the same applies to any other defects in title.

8. Additional conditions for assembly, commissioning and trial operation; system operator

- 8.1. Unless otherwise agreed in writing in individual cases, we owe neither assembly, nor commissioning, nor the performance of a trial run, nor other services in connection with the fulfilment of our obligation arising from the purchase contract concluded with the customer.
- 8.2. If, in the context of sales contracts or otherwise, we are engaged to fill, commission, or assemble (with or without performing any follow-up services) storage batteries, charging stations, or other goods to be delivered, the conditions set out below in sections 8.2 to 8.9 will apply in addition, unless otherwise agreed in writing upon contract conclusion.
- 8.3. The work performed will be remunerated in accordance with the flat rates or hourly rates agreed in the contract. If no such agreement is made, our current flat rates according to the price list valid at the time shall apply.
- 8.4. Prior to the beginning of the performance work, the customer will provide us with precise information about the conditions on installation site and draw our attention to any existing particularities. The agreed fee is based on unimpeded access to the place of performance and the customer meeting all cooperation obligations.
- 8.5. For the performance of the relevant service, the customer must provide us with free access to the construction site and ensure that an access road suitable for the delivery vehicle and a corresponding storage area are made available free of charge. Depending on the conditions on the construction site, the delivered components shall be unloaded from the transport vehicle using an unloading device and placed at the destination agreed with the customer on an adjacent storage area. The unloading process must be possible without interruption and waiting times.
- 8.6. If the performance of work is delayed due to circumstances for which we are not responsible, especially reasons relating to the installation site, the customer must, to a reasonable extent, bear the cost of the waiting period, any necessary recharging of the storage batteries delivered, and any additional travels expenses by our staff that may become necessary.
- 8.7. Any waste disposal services that are incurred during disassembly or the return of storage batteries will be charged to the customer at our usual rates.
- 8.8. The provision of the additionally agreed services by us requires the timely and proper fulfilment of the payment obligation of the customer specified in the sales offer as well as the fulfilment of all obligations to cooperate and responsibilities of the customer specified in our sales offer. These include in particular the obligation of the customer to
 - a. to obtain and provide evidence of all official authorisations, approvals and permits required for the performance of the services and the grid connection of the object of sale at its own expense;

- b. to ensure that the object of sale is properly registered in the portal or register provided for this purpose by the respective supervisory authorities (e.g. market master data register) following commissioning.
- 8.9. The Customer shall be responsible for all rights and obligations of the operator of an energy storage system in accordance with the applicable legal provisions. This includes in particular the fulfilment of obligations under energy and tax law in relation to the operation of the object of sale, reporting and notification obligations and obligations to pay taxes, fees and levies on the electricity stored and withdrawn. As a result of the performance of our services, we shall at no time become the operator of the energy storage products sold to the customer.

9. Liability

- 9.1. Unless otherwise specified in these General Terms and Conditions of Delivery and Assembly we are liable in accordance with the statutory provisions for breaches of contractual or non-contractual obligations, including in the following provisions.
- 9.2. We are only liable for compensation for damages, regardless of the legal basis, in the case of
- a. willful misconduct,
 - b. gross negligence by the company's owner/executive bodies or executive employees,
 - c. willful or negligent personal injury to life or limb or health,
 - d. defects that were fraudulently concealed or guaranteed not to occur,
 - e. defects of the delivered goods if there is liability for injury to persons or damage to privately used property in accordance with the German Product Liability Act (Produkthaftungsgesetz).
- 9.3. In the case of willful or negligent breaches of essential contractual obligations (obligations that must be met to ensure the proper performance of the contract, the observance of which the contractual party assumes and is entitled to assume), we are also liable for gross negligence by non-executive employees and in the case of minor negligence. In the latter case, our liability is however limited to the typical and reasonably foreseeable damage.
- 9.4. With the exception of cases pursuant to Sections 9.2. and 9.3., we are also not liable for indirect damages and consequential financial losses; in particular, our liability for operational/production downtime and interruption, lost profits of any kind (e.g. unearned remuneration for electricity sales lost profits of any kind (e.g. unearned remuneration for the sale of electricity, lack of participation in the balancing energy market), purchases of replacement power/replacements, additional costs for other electricity purchases or due to grey electricity purchases, increased grid charges due to atypical and intensive grid usage or peak shaving, business interruption, reactive power compensation, etc.), are excluded. The same applies to further claims by the customer.
- 9.5. The above exclusions and limitations of liability shall apply to the same extent in favour of the executive bodies, legal representatives, employees and other vicarious agents of INTILION. Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be provided free of charge and to the exclusion of any liability.

10. Statute of limitations

All claims of the customer, regardless of the legal basis, become time-barred after expiry of 12 months. The limitation period begins from delivery of the goods; if the goods are subject to approval, the limitation period begins upon approval. Willful or grossly negligent misconduct, claims asserted under the German Product Liability Act, and damage resulting from personal injury to life or limb or health are governed by the statutory limitation periods. Statutory limitation periods also apply to defects affecting a building or delivered goods that are normally used for a building and have caused the

building to be defective. Other special statutory provisions on limitation (including but not limited Section 438 (1) No. 1, Section 438 (3), Section 444, Section 445b BGB – German Civil Code) also remain unaffected.

11. Place of performance, place of jurisdiction, and applicable law

11.1. The place of performance (“Erfüllungsort”) is Paderborn, Germany.

11.2. If the customer is a merchant (“Kaufmann”) or a legal entity under public law, the place of jurisdiction is Paderborn, Germany. The same place of jurisdiction applies if the customer does not have a general place of jurisdiction in the Federal Republic of Germany. However, we may also file lawsuits against the customer at the customer’s registered place of business at our discretion. For lawsuits filed against us, the exclusive place of jurisdiction is Paderborn, Germany. This does not affect any legal requirements concerning sole places of jurisdiction.

11.3. All legal relationships between us and the customer are exclusively subject to the law of the Federal Republic of Germany, that governs the legal relationships between domestic parties. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

12. Personal data

12.1. Our privacy policy, which is accessible at <https://intilion.com/en/privacy-policy/>, applies to the processing of personal data.