

## Warranty Conditions for the INTILION scalestac storage system

1. The INTILION scalestac storage system is an AC-coupled battery storage system for use in the industrial sector, which may only be used in an enclosed battery room ("**battery system**"). The capacity of the battery system is scalable and is at least 154 kWh at the time of the start of the warranty (usable capacity at the time of the start of the warranty 138.6 kWh). The battery system consists of various components ("**battery system component**"). The main battery system components include the control cabinet, one or more lithium-ion batteries ("**battery**"), the inverter, the battery management system ("**BMS**") and the control units INTILION Battery Unit ("**IBU**") and INTILION Control Unit ("**ICU**"). Each battery comprises up to 10 modules ("**battery module**"), which are equipped with several lithium-ion cells ("**battery cell**").  
INTILION Aktiengesellschaft ("**INTILION**") grants a product warranty ("**Product Warranty**") for all of the aforementioned battery system components, under the following warranty conditions. In addition, INTILION grants a performance guarantee ("**Performance Guarantee**"), defined as follows, exclusively on the capacity of the battery under the following warranty conditions.
2. The product guarantee and the performance guarantee are aimed exclusively at commercial purchasers of the battery system who are to be regarded as entrepreneurs within the meaning of Section 14 of the German Civil Code ("**warranty holder**"). However, the warranty holder is entitled to assign his claims arising from the product and performance warranty to third parties who have purchased the battery system from him.
3. The term of the product warranty as well as of the performance warranty ("**warranty commencement date**") commences upon the battery system has been delivered to the warranty holder. If the delivery of the battery system is delayed for reasons not attributable to INTILION, the warranty commencement date shall be no later than 4 weeks after the original contractually agreed delivery date. If INTILION is also responsible for the installation or commissioning of the battery system on the basis of the contract concluded with the warranty holder, the warranty shall commence upon completion of the installation or commissioning of the battery system, but no later than 4 weeks after the battery system has been delivered by INTILION to the warranty holder. The duration of the product warranty is 60 months from the warranty commencement date ("**product warranty period**"). The duration of the performance warranty is 120 months from the warranty commencement date or the period until the battery has reached an energy throughput (1 energy throughput = Charge and discharge of 90% of the nominal amount of energy) of 600.000 kWh per rack in total, whichever comes first ("**performance warranty period**"). The total energy throughputs indicated apply provided that no more than 2 energy throughputs are run per day and there is at least a 6-hour break between each energy throughput. The total energy throughput that is decisive for the performance warranty period shall be reduced depending on the level of the ambient temperature at the place of installation of the battery system ("**ambient temperature**") in accordance with sec. 1616 of these Warranty Conditions.
4. The amount of energy measured at the DC terminals of the battery and stored in the INTILION Cloud is decisive for the total energy throughput.

5. Under the performance warranty, INTILION warrants to the warranty holder during the entire performance warranty period that the remaining usable capacity of the battery ("**State of Health**" or "**SOH**") will be at least 70% of the designated battery capacity ("**warranted SOH**"). Only the measurement at the system level of the battery, i.e. at the DC terminals of the battery, shall be decisive for the determination of the SOH under the performance warranty. A measurement of the SOH at the battery cell level shall be irrelevant for the determination of the SOH of the battery. For the purpose of determining the current SOH, only the standard test procedure described in the chapter "**Determination of the SOH**" in the "INTILION scalestac Operating Manual" ("**operating manual**") shall be used.

Under the product warranty, INTILION warrants to the warranty holder the functionality of the battery system components specified in sec. 1 of these Warranty Conditions during the entire product warranty period.

6. The performance warranty exclusively covers the battery cells. All other components of the battery module as well as all other battery system components mentioned in sec. 1 of these Warranty Conditions are exclusively covered by the product warranty and are excluded from the performance warranty.
7. The warranty holder shall have a claim under the performance warranty if the battery fails to reach the warranted SOH during the performance warranty period, provided this is caused by the battery cells falling below capacity ("**warranty claim**"). If the warranted SOH of the battery is not reached for other reasons (e.g. a defect of another battery system component or another component of the battery module), this shall not result in a warranty claim under the performance warranty.

The warranty holder shall have a claim under the product warranty if one of the battery system components mentioned in sec. 1 of these Warranty Conditions fails during the product warranty period or can no longer be used as intended ("**warranty claim**").

In the case of a warranty claim, INTILION shall only be obliged to deliver a substitute (see sec. 10) to replace the affected battery system components or battery modules (battery module whose battery cells fall below the warranted SOH) falling under the warranty claim. In the case of substitute delivery, the warranty holder shall be provided with a new or used battery system component or battery module as a substitute that is at least equivalent to the affected battery system component or battery module falling under the warranty claim. However, the warranty holder is not entitled to claim the delivery of a new battery system component or a new battery module – neither under the product warranty nor under the performance warranty.

8. The warranty claim must be reported to INTILION without undue delay, at the latest, however, within 14 days after the warranty holder has become, or must reasonably be expected to have become, aware of the warranty claim, by means of a fully completed claim form ("**claim form**"), which has to be sent to the e-mail address [service@intilion.com](mailto:service@intilion.com). The claim form can be found in the appendix to the operating manual. If the warranty claim is not made within the aforementioned 14-day exclusion period, INTILION reserves the right to reject the product warranty claim without further examination. INTILION reserves the right to request the proof of purchase of the Battery System in order to determine, whether the warranty claim has been filed within the time limit.
9. After receipt of the notification from the warranty holder, INTILION or a company authorized by INTILION will check whether a warranty claim has actually occurred. If the warranty claim has occurred, this will be bindingly determined by INTILION. This determination is a prerequisite for making a claim under the product and performance guarantee.

10. For the purpose of examining the occurrence of a warranty claim and as a mandatory prerequisite for asserting a claim under the product warranty and/or the performance warranty, the warranty holder shall grant INTILION or a company authorised by INTILION access to the battery system data listed hereinafter by way of example:

- System parameters of the battery system components
  - o Control cabinet
    - Internal and ambient temperature in the battery room
    - Humidity near the battery control cabinet
    - Switching status of the optional air conditioner
    - Status of the emergency stop shutdown devices
  - o IBU & ICU
    - Switching status of actuators
    - UPS status
    - Status of the Internet connection/LTE modem
  - o Battery cells (Li-ion battery modules, energy management system)
    - Battery cell temperature
    - Battery cell voltage
    - Power
    - State of Charge (SOC)
    - State of the battery cells (State of Health - SOH)
    - maximum performance limits
    - Number of charging cycles
  - o Inverter
    - Status
    - Active power
    - Reactive power
    - Apparent power
    - Operating mode
    - Input and output voltage
    - Frequency
- Error messages of the battery system (all error messages triggered during operation)
- Maintenance status of the battery system (e.g. up-to-dateness of software)
- Ambient temperature at the place of installation of the battery system

This data is automatically collected by the BMS and sent to the INTILION Cloud via an internet connection. The warranty holder must not interrupt the data exchange with the INTILION Cloud during the product warranty period or performance warranty period, otherwise any claim of the warranty holder will expire.

Furthermore, the serial numbers of the battery system components mentioned in sec. 1 of these Warranty Conditions, the company responsible for the installation of the battery system, the surname and first name of the responsible company's employee carrying out the installation as well as the company name of the warranty holder, the surname and

first name as well as the contact data (phone, e-mail) of the contact person at the warranty holder's company, the place of installation and the type of application of the battery system are recorded once.

The warranty holder expressly consents to the collection, transmission, storage and subsequent analysis of the above-mentioned data ("**data**") by INTILION. With regard to the personal data collected in this context, further information due to data protection ("**data protection information**") can be found on the INTILION website at <https://intilion.com/en/general-terms-and-conditions/> and is supplemented by the "Data Protection Information on Warranty Conditions for INTILION Energy Storage Systems", available at <https://intilion.com/documents/legal/Information-for-data-subject-where-personal-data-is-collected.pdf>.

The warranty holder grants INTILION a non-exclusive, non-transferable, perpetual right, free of charge, to use the data (with the exception of personal data - see data protection information). The data will be analysed for checking compliance with these Warranty Conditions. In addition, the data will be used for the further development of the battery system. The data will not be transferred to third parties unless this is absolutely necessary for implementing the product warranty and/or performance warranty (e.g. cloud provider). In this context, the companies affiliated with INTILION pursuant to §§ 15 et seqq. of the German Stock Corporation Act (AktG), whose involvement is necessary for maintaining the performance warranty and/or product warranty, shall not be deemed as third parties within the meaning of this provision.

11. Under both the product warranty and the performance warranty, INTILION shall only bear the cost of the battery system components or battery modules to be delivered as a substitute. All other costs associated with the warranty claim, e.g. the cost of shipment of the battery system components or battery modules to be replaced to and from INTILION as well as the cost of replacement shall be borne by the warranty holder. The replacement of the battery system components or battery modules shall be carried out by INTILION or a company authorised by INTILION. The battery system components or battery modules to be replaced under the warranty claim shall become the property of INTILION upon completed substitute delivery in accordance with sec. 7 of these Warranty Conditions.
12. If a warranty claim is asserted by the warranty holder and the inspection of the battery system by INTILION or a company authorised by INTILION reveals that the conditions of a warranty claim are not fulfilled or that the warranty claim does not exist for one of the reasons stated in sec. 16 of these Warranty Conditions, INTILION shall be entitled to charge a service fee of EUR 300 which must be borne by the warranty holder. This shall not apply if the warranty holder proves that it was impossible to recognize under any circumstances that the conditions of a warranty claim are not fulfilled. The warranty holder shall be entitled to prove that INTILION did not incur any costs at all or only significantly lower costs than the above-mentioned service fee.
13. For the battery module or battery system component replaced due to a warranty claim, the previous, originally agreed warranty period shall continue; the substitute delivery performed in the context of a warranty claim does not justify the restart of the warranty period.
14. If, in the event of a warranty claim, the delivery of the battery system component or battery module according to seq.7 is not possible for reasons not attributable to INTILION (e.g. discontinuation of battery module production by the manufacturer), a current market value of the battery system component or battery module to be replaced applicable at the time of reporting the warranty claim shall be paid to the warranty holder instead of the substitute delivery described in sec. 7 of these Warranty Conditions. The applicable current market value shall be calculated on the basis of an annual

depreciation presumed on a straight-line basis over the defined warranty period and shall be determined as the difference between the acquisition value of the battery system component or battery module and the depreciation value.

15. Claims of the warranty holder exceeding the rights described in these warranty conditions, in particular claims for damages, are not substantiated by the product warranty and the performance warranty and are excluded. However, the product warranty and the performance warranty shall not restrict the statutory warranty claims of the warranty holder.
16. The above product warranty and performance warranty shall not apply to battery systems, if the warranty claim was caused by the fact that the battery system:
- a) has been stored, installed, commissioned, charged, operated or maintained contrary to the operating manual supplied;
  - b) has been modified, altered or used with other components not approved by INTILION, without INTILION's prior consent;
  - c) has been physically damaged by the warranty holder or a third party or they have carried out unauthorized repair work or other interventions on the battery system;
  - d) has been impaired in its performance due to external influences not attributable to INTILION.

Furthermore, both the product warranty and the performance warranty shall not apply to battery systems for which INTILION has not been granted access to the complete data (see sec. 10) by the warranty holder for the purpose of verifying the warranty claim, provided that the failure to grant such access is attributable to the warranty holder. The warranty is also excluded if the battery modules are stored for a period of more than 3 months and are not recharged according to the manufacturer's instructions during this period.

17. The total energy throughput decisive for the performance warranty period, which is a maximum of 600.000 kWh in total at an average annual ambient temperature of 25 °C +/-3 °C, shall be reduced as follows depending on the level of the ambient temperature:
- If the hourly average ambient temperature in a year:
    - is higher than 30 °C but less than or equal to 40 °C,
    - is less than 15 °C but higher than or equal to 10 °Cthe warranted total energy throughput shall be reduced by 1386 kWh per hour of overrun/underrun
  - If the hourly average ambient temperature:
    - is higher than 40 °C but less than or equal to 50 °C,
    - is less than 10 °C but higher than 0 °Cthe warranted energy throughput shall be reduced by 6930 kWh per hour of overrun/underrun
  - If the hourly average ambient temperature is higher than 50 °C, the warranted energy throughput shall be reduced by 13.860 kWh per hour of overrun.

Any ambient temperature lower than or equal to 0 °C or higher than 55 °C will lead to the exclusion of both the product warranty and the performance warranty. Likewise, a humidity level in the battery room of >80 % is not permissible and leads to the exclusion of both the product warranty and the performance warranty.

The above conditions shall apply after a run-in period of 4 weeks from commissioning of the battery system. The basis for calculating the total energy throughput shall be the data collected by the BMS and the energy throughput stored in the INTILION Cloud.

18. If any provision of these Warranty Conditions should be invalid or unenforceable in whole or in part, the validity and enforceability of all remaining provisions shall not be affected thereby.
19. The content of these warranty conditions is conclusive. Subsidiary agreements made with the warranty holder do not extend the content of these warranty conditions unless this is explicitly agreed with the warranty holder in writing.
20. All legal relationships between INTILION and the warranty holder shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relationship between domestic parties. The UN Convention on Contracts for the International Sale of Goods shall not apply.
21. The exclusive place of jurisdiction for all legal disputes arising from or in connection with these Warranty Conditions shall be Paderborn.

As amended on 28/02/2024