

Warranty Conditions for the INTILION | scalebloc storage system

- The INTILION | scalebloc storage system is an AC-coupled battery storage system with a total capacity of 72,8 kWh each (usable capacity at the warranty commencement date: 65.6 kWh) for industrial use ("**battery system**"). The battery system consists of various components ("**battery system component**"). The battery system components that are covered by these warranty conditions include the control cabinet, the lithium-ion battery ("**battery**"), the inverter, the battery management system ("**BMS**") and the control unit ("**ControlShield**"). The battery comprises up to 9 modules ("**battery module**"), each of which is equipped with several lithium-ion cells ("**battery cell**").

INTILION Aktiengesellschaft ("**INTILION**") grants a product warranty for all aforementioned battery system components ("**product warranty**"). Under the product warranty, INTILION guarantees the warrantee the functionality of the battery system components for the entire warranty period of the product warranty.

In addition, INTILION grants a performance warranty exclusively covering the capacity of the battery ("**performance warranty**"). The conditions of the product warranty and the performance warranty are defined hereinafter.
- The product warranty and the performance warranty are exclusively intended for commercial purchasers of the battery system that are to be regarded as entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) ("**warranty holder**"). However, the warranty holder is entitled to assign its claims under the product and performance warranties to third parties that have purchased the battery system from the warranty holder.
- 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 a maximum energy throughput of 327.500 kWh in total, whichever comes first ("**performance warranty period**"). In addition, an energy throughput of 131 kWh per day per battery and a four-hour break after an energy throughput of 65.5 kWh must be observed.
- 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.
- 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

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INTILION Aktiengesellschaft
Wollmarktstraße 115c
33098 Paderborn
Germany

Chairman of Supervisory Board:
Andreas Felsch

Management Board :
Dr. André Haubrock (CEO, Board
Chairman)
Dirk Engel (CFO)

Commercial registrar court:
Local court Paderborn
HRB 15901
VAT-ID:
DE 326 941 612

Commerzbank AG
BIC/SWIFT: COBADEFFXXX
IBAN: DE36 8704 0000 0251 6607 00
oder
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IBAN: DE54 4726 0121 8326 9530 00
SWIFT/BIC: DGPBDE3MXXX

the current SOH, only the standard test procedure described in the chapter "**Determination of the SOH**" in the "INTILION | scalebloc Operating Manual" ("**operating manual**") shall be used.

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. 1.1) 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. The warranty holder shall have no claim to 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**") to be sent to the e-mail address 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 claim under the performance and/or product warranty 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 claim from the warranty holder, INTILION or a company authorised by INTILION will check whether a warranty claim actually exists. If a warranty claim exists, INTILION will bindingly confirm this. This confirmation shall be a prerequisite for the assertion of claims under the product warranty or performance warranty.
10. For the purpose of examining the 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 including air conditioner

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- Internal temperature
- Switching status of the air conditioner
- Status of the fire alarm system
- Status of the emergency stop shutdown devices
- ControlShield
 - Switching status of actuators
 - UPS status
 - Status of the Internet connection/LTE modem
- 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
- 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. tracking of the prescribed maintenance measures)
- 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 Internet connection is by default automatically established via the system's own mobile network connection. If there is no sufficient mobile network connection at the place of installation, an alternative Internet connection (e.g. cable connection) must be ensured by the warranty holder at the warranty holder's expense in consultation with INTILION. 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, information under data

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protection law ("Data Protection Info") can be found on the INTILION website at [Privacy Policy - INTILION](#) and reference is also made to the "[Datenschutzrechtliche-Information-zu-Garantiebedingungen-fuer-INTILION-Energiespeichersysteme.pdf](#)", 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 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. This shall not apply if the warranty holder proves that it was impossible for it to realise under the circumstances that the warranty claim did not exist. 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 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.

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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. The product warranty and the performance warranty do not limit the warranty holder's statutory claims for liability for defects.
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 (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. Likewise, any ambient temperature at the place of installation of the battery system above 50 °C or below - 20 °C will lead to the exclusion of both the product warranty and the performance warranty. 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. 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.
18. The content of these warranty conditions is conclusive. Subsidiary agreements made with the warrantee do not extend the content of these warranty conditions unless this is explicitly agreed with the warrantee in writing.
19. 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.
20. The exclusive place of jurisdiction for all legal disputes arising from or in connection with these warranty conditions shall be Paderborn.

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