

Warranty Terms and Conditions for the INTILION scalestac Storage System

- The INTILION scalestac storage system is an AC-coupled battery storage system for industrial use, which may only be used in an enclosed battery room (the “**Battery System**”). The capacity of the Battery System is scalable and, at the start of the warranty, is a minimum of 154 kWh (at a discharge rate of 1C) or 123 kWh (at a discharge rate of 2C). The Battery System comprises a variety of components (the “**Battery System Components**”). The main Battery System Components are the control cabinet, one or more lithium-ion batteries (the “**Battery**”), the inverter, the battery management system (“**BMS**”), the INTILION battery unit (the “**IBU**”), and the INTILION control unit (“**ICU**”). Each battery consists of 11 modules (the “**Battery Module**”), each comprising multiple lithium-ion cells (the “**Battery Cells**”).

INTILION Aktiengesellschaft (“**INTILION**”) grants the following product warranty (the “**Product Warranty**”) under the Warranty Terms and Conditions defined below on all aforementioned Battery System Components. In addition, INTILION also grants a performance warranty (the “**Performance Warranty**”) on the capacity of the battery in accordance with the following terms and conditions.
- The Product Warranty and the Performance Warranty are intended solely for commercial Battery System customers deemed to be entrepreneurs in accordance with Section 14 of the German Civil Code (BGB) (the “**Warrantee**”). The Warrantee is, however, entitled to assign rights under the Product Warranty and the Performance Warranty to third parties, who have acquired by the Battery System from it.
- The term of the Product Guarantee and the Performance Guarantee begins with the commissioning of the Battery System or four weeks after INTILION delivered the Battery System to the Warrantee, whichever is earlier (the “**Warranty Start Date**”). If the delivery of the Battery System is delayed for reasons for which INTILION is not responsible, the Warranty Start Date is no more than four weeks after the delivery date that was originally contractually agreed. The term of the Product Warranty is 60 months from the Warranty Start Date (“**Product Warranty Period**”). The term of the Performance Warranty is 120 months from the Warranty Start Date or up to 4,000 Battery cycles, whichever is sooner (“**Performance Warranty Period**”). The total number of cycles that is relevant to the Performance Warranty Period is lowered depending on the ambient temperature at the installation location of the Battery System (the “**Ambient Temperature**”) in accordance with section 17 of the Warranty Terms and Conditions.
- For the calculation of the number of cycles, one cycle is defined as the discharging of the Battery to a maximum level (the “**Depth of Discharge**” or “**DoD**”) of 90% of the rated Battery capacity and subsequent full charging of the Battery, with partial charge cycles being included in the calculation on a pro rata basis.
- With the Performance Warranty, INTILION gives an assurance to the Warrantee that the remaining usable capacity of the Battery (the “**State of Health**” or “**SOH**”) will be a minimum of 70% of the rated Battery capacity (the “**Guaranteed SOH**”) for the entire Performance Warranty Period. The only relevant measurement when calculating the SOH within the scope of

the Performance Guarantee is the system-side measurement taken at the Battery using the DC terminals. Measuring the SOH at Battery Cell level is irrelevant to the calculation of the SOH of the Battery. The standardized testing procedure, as stated in the **Calculating the SOH** section of the INTILION scalestac Operating Manual (the “**Operating Manual**”) is the only procedure to be used to calculate the current SOH.

With the Product Warranty, INTILION gives an assurance to the Warrantee that the Battery System Components referred to in section 1 of the Warranty Terms and Conditions will function for the entire Product Warranty Period.

6. The Performance Warranty only covers the Battery Cells. All other components in the Battery Module, as well as all other Battery System Components referred to in section 1 of the Warranty Terms and Conditions, are only covered by the Product Warranty and are excluded from the Performance Warranty.

7. The Warrantee is entitled to a claim under the Performance Warranty if the Battery does not reach the Guaranteed SOH during the Performance Warranty Period, on the condition that this is due to the Battery Cells not reaching full capacity (a “**Warranty Claim**”) If there are other reasons for the Guaranteed SOH of the Battery not being reached (e.g., due to a defect to another Battery System Component or another component in the Battery Module), this does not give rise to a Warranty Claim under the Performance Warranty.

The Warrantee is entitled to a claim under the Product Warranty if one of the Battery System Components referred to in section 1 of the Warranty Terms and Conditions fails or it is no longer able to be used as intended (a “**Warranty Claim**”) during the Product Warranty Period.

In the event of a Warranty Claim, INTILION is only required to replace (see section 11 for further details) the Battery System Components or the Battery Modules (Battery Module in which the Battery Cells do not reach the Guaranteed SOH) subject to the Warranty Claim. In the event of replacement, the Warrantee will be supplied with new or used replacement Battery System Component(s) or Battery Module(s) that are of at least the same quality as the Battery System Component(s) or Battery Module(s) subject to the Warranty Claim. Neither the Product Warranty nor the Performance Warranty give rise to an entitlement to a new Battery System Component or new Battery Module.

8. The Warranty Claim must be submitted to INTILION via the e-mail address service@intilion.com through a completed claim form (the “**RMA Form**”) without undue delay or 14 days after the date on which the Warrantee became aware or should have become aware of the Warranty Claim, whichever is sooner. The RMA Form is included in the Operating Manual as an appendix.

9. After receiving notice from the Warrantee, INTILION or a company authorized by INTILION will check whether or not the Warranty Claim is valid. If the Warranty Claim is valid, it will be confirmed by INTILION as a binding Warranty Claim. This confirmation is a pre-requisite for the assertion of rights under the Product and Performance Warranties.

10. In order for the Warranty Claim to be checked and rights to be asserted under the Product and/or Performance Warranty, the Warrantee must grant INTILION or a company authorized by INTILION access to Battery System Data such as the following:
 - Battery System Component parameters
 - o Control unit
 - Interior and ambient temperatures in the battery room

- Humidity in the vicinity of the Battery control unit
- State of operation of the optional air conditioning unit
- Status of the emergency shut-off systems
- IBU and ICU
 - State of operation of actuators
 - Status of the universal power supply
 - Status of the internet connection/LTE modem
- Battery Cells (lithium-ion Battery Modules, energy management system)
 - Temperature of the Battery Cells
 - Voltage of the Battery Cells
 - Current
 - State of Charge (SOC)
 - Battery Cell State of Health (SOH)
 - Maximum performance limits
 - Number of cycles
- Inverter
 - Status
 - Active power
 - Reactive power
 - Apparent power
 - Operating mode
 - Input and output voltage
 - Frequency
- Error messages by the Battery System (all error messages generated during operation)
- Maintenance status of the Battery System (e.g., whether software is up to date)
- Ambient temperature at the installation location of the Battery System

This data is automatically collected by the BMS and sent via the internet to the INTILION Cloud. The Warrantee may not interrupt the exchange of data with the INTILION Cloud during the Product Warranty Period or Performance Warranty Period, as this may result in the Warrantee's claims being null and void.

In addition, the serial numbers of the Battery System Components referred to in section 1 of the Warranty Terms and Conditions, the company responsible for the installation of the Battery System, and the full name of the person tasked with the installation will also be recorded, together with the company name of the Warrantee, the full name and contact details (phone number and e-mail address) of the Warrantee contact person, the installation location, and the type of operation of the Battery System.

The Warrantee hereby agrees to the collection, transfer, storage, and subsequent analysis of the aforementioned data (the "Data") by INTILION. Information regarding data protection requirements (the "Data Protection Information") in relation to the personal data collected within this framework is available on the INTILION website at <https://intilion.com/en/general-terms-and-conditions/>.

The Warrantee grants INTILION a non-exclusive, non-transferable, and indefinite right of use to the data free of charge (with the exception of personal data, see the Data Protection Information). The data is analyzed for the purposes of verifying adherence to these warranty terms and conditions. It is also used to develop the Battery System. The data is not transferred to third parties unless absolutely necessary for the performance of the Product or Performance Warranty (e.g., cloud providers). INTILION's affiliated companies as defined in Sections 15 et seq. of the German Stock Corporation Act (AktG), whose involvement is necessary to uphold the Performance Warranty and/or the Product Warranty, are not deemed to be third parties within the scope of this provision.

11. With regard to the Product Warranty and the Performance Warranty, INTILION will only bear the costs of the Battery System Components and/or Battery Modules that require replacement. All other costs associated with the Warranty Claim, such as the costs of transporting the Battery System Components or Battery Modules requiring replacement to and from INTILION and the costs of replacing them are borne by the Warrantee. The replacement of Battery System Components or Battery Modules must be conducted by INTILION or a company authorized by INTILION. The ownership of the Battery System Component(s) or Battery Module(s) subject to the Warranty Claim is passed to INTILION once they have been replaced in accordance with section 7 of the Warranty Terms and Conditions.
12. If the Warrantee asserts a Warranty Claim and it is found during the examination of the Battery System by INTILION or a company authorized by INTILION that the Warranty Claim was not valid at all or not for the reasons referred to in section 16 of the Warranty Terms and Conditions, INTILION is entitled to charge a service fee of EUR 300. This does not apply if the Warrantee proves that it was not able to determine, based on the given circumstances, that the Warranty Claim was not valid. The Warrantee has the right to prove that INTILION did not incur any damage at all or considerably less damage than the aforesaid service fee.
13. The existing, originally agreed Warranty Period continues to apply to the Battery Module or Battery System Component replaced on account of the Warranty Claim. The replacement as part of a Warranty Claim does not give rise to the start of a new warranty period.
14. If, in the case of a Warranty Claim, the Battery System Components or the Battery Module are not able to be delivered for reasons for which INTILION is not responsible (e.g., because the Battery Module manufacturer has ceased production), the Warrantee will receive, in place of the replacement as described in section 7 of the Warranty Terms and Conditions, a sum of money equal to the present value of the Battery System Components or the Battery Module that require replacement at the time the Warranty Claim was reported. The present value is calculated on the basis of assumed straight-line depreciation over the Warranty Period and is equal to the difference between the purchase price of the Battery System Components or the Battery Module and the depreciated value.
15. The Product Warranty and Performance Warranty do not give rise to any further rights of the Warrantee other than those described in the Warranty Terms and Conditions. The Product Warranty and the Performance Warranty do not affect statutory claims for defect liability on the part of the Warrantee.

16. The Product Warranty and the Performance Warranty do not apply to Battery Systems where the Warranty Claim was caused by the Battery System:
- a) being stored, installed, commissioned, charged, operated, or maintained not in accordance with the supplied Operating Manual;
 - b) being modified, changed, or used with other components not authorized by INTILION without the prior approval of INTILION;
 - c) being physically damaged by the Warrantee or third party;
 - d) being restricted in terms of its performance due to external influences for which INTILION is not responsible.

The Product Warranty and the Performance Warranty also do not apply to Battery Systems whereby INTILION does not receive full data (see section 10) from the Warrantee for the purpose of reviewing the Warranty Claim, provided that this is due to the actions of the Warrantee.

17. The total number of cycles relevant to the Performance Warranty Period, which is a maximum of 4,000 at a mean annual ambient temperature of 25°C +/-3°C, is lowered depending on the ambient temperature as follows:

- If the mean hourly ambient temperature in a year:
 - is greater than 30°C but less than or equal to 40°C, or
 - is less than 15°C but greater than or equal to 10°C,

the guaranteed total number of cycles is lowered by 10 cycles per hour in which the temperature exceeds or falls below this level.

- If the mean hourly ambient temperature:
 - is greater than 40°C but less than or equal to 50°C, or
 - is less than 10°C but greater than 0°C,

the guaranteed total number of cycles is lowered by 50 cycles per hour in which the temperature exceeds or falls below this level.

- If the mean hourly ambient temperature is greater than 50°C, the guaranteed total number of cycles is lowered by 100 cycles per hour of excess temperature.

Ambient temperatures less than or equal to 0°C or greater than 55°C result in the Product and Performance Warranties being null and void. Humidity greater than 80% is also not permitted in the battery room and results in the Product and Performance Warranties being null and void.

The aforementioned terms and conditions apply following the start-up phase of four weeks from the commissioning of the Battery System. The total number of cycles is based on the data collected by the BMS and the number of cycles subsequently calculated in the INTILION Cloud

18. If a provision in these Warranty Terms and Conditions is invalid or unenforceable either in full or in part, this does not affect the validity and enforceability of all remaining provisions.

19. All legal relationships between INTILION and the Warrantee are governed by the law of the Federal Republic of Germany that applies to the legal relationships between domestic parties. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
20. The sole place of jurisdiction for all legal disputes from or in relation to these Warranty Terms and Conditions is Duisburg, Germany.