

## General Terms and Conditions of Business Litium Energie GmbH for the Own Consumption of Gas for household, professional and commercial purposes

### 1. Conclusion of contract / Start of delivery

- 1.1. The contract is concluded by confirmation by Litium Energie GmbH in text form, stating the expected start of delivery. The actual start of delivery depends on the fact that all measures necessary for the supply (termination of the previous supply contract, etc.) have been taken. A supply will not be made before the end of the revocation period of the customer according to §§ 355 para. 2, 356 para. 2 No. 2 BGB, unless the customer expressly requests the supplier to do so.
- 1.2. Litium is a digital energy supplier. Therefore the email address given in the order will be used for all communication. This includes in particular any communication relevant to the contract, such as changes to the General Terms and Conditions or adjustment of prices. The customer is responsible for the accuracy and immediate notification of changes. Litium Energie GmbH is free to cancel contracts with invalid email addresses.

### 2. Scope and execution of the delivery / Exemption from the obligation to perform

- 2.1. Litium Energie GmbH delivers the customer's entire natural gas requirements to its contractually designated withdrawal point. Withdrawal point is the egg-entity limit of the grid connection, through which the customer is supplied and is identified by means of a market location ID.
- 2.2. In the event of an interruption or irregularities in the natural gas supply, Litium Energie GmbH is exempt from its obligation to perform, insofar as the consequences of a disruption in network operation including the network connection are concerned. Regarding the customer's possible claims against the network operator, please see Section **Fehler! Verweisquelle konnte nicht gefunden werden..**
- 2.3. If the fulfillment of the service obligations is made significantly more difficult or impossible for the parties due to unforeseeable circumstances over which they have no influence or the prevention of which cannot be achieved with reasonable technical or economic effort (in particular force majeure such as natural disasters, war, industrial action, sovereign orders), the parties are released from their contractual service obligations as long as these circumstances and their consequences are not finally eliminated.
- 2.4. The Litium Energie is further released from its obligation to perform, if and as long as the network operator has uninterrupted the network connection and/or the connection use or the metering point operator has uninterrupted the metering point operation on his own initiative. Claims for damages of the customer against the supplier remain unaffected in the event that the supplier is at fault for the interruption.

### 3. Terms and periods of notice

- 3.1. Litium offers products with different terms and notice periods. The specific terms will be specified in the order.
- 3.2. In the event that no initial term is agreed in the order, the customer may terminate the agreement at any time with 28 days' written notice.
- 3.3. In the event that an initial term of 12 or 24 months is agreed in the order, the contract shall be extended by 12 months after the end of the initial term if it has not been terminated in writing with a notice period of eight weeks to the end of the term.
- 3.4. A termination is only possible in text form.

### 4. Measurement / Instalments / Billing / Proportional price calculation

- 4.1. The quantity of gas delivered shall be determined by measuring equipment of the responsible metering point operator. The reading of the measuring devices is carried out by the measuring point operator, supplier or, upon request of the supplier or the measuring point operator, by the customer free of charge. If the supplier demands a self-reading by the customer, the supplier shall request the customer to do so in good time. The measuring devices shall be read for the purpose of billing, on the occasion of a change of supplier or if the supplier has a justified interest in checking the reading. The Customer may object to a self-reading if this is not reasonable for him. If the Customer does not take a self-reading reading announced in good time or does so belatedly or if plausible measured values are not available for other reasons, the Supplier may estimate the consumption on the basis of the last reading or, in the case of a new customer, after the consumption of comparable customers, in each case taking appropriate account of the actual conditions.
- 4.2. Litium Energie GmbH can demand monthly payments on account from the customer. The supplier calculates these on the basis of the billing of the previous 12 months or, if such a calculation is not possible, according to the average consumption of comparable customers. If the customer can credibly demonstrate that the consumption deviates significantly, this is to be taken into account appropriately.
- 4.3. The customer may at any time require Litium Energie GmbH to arrange for a re-testing of the metering equipment at his tapping point by a calibration authority or a state-approved test center within the meaning of § 40 paragraph 3 of the Measurement and Calibration Act. The customer is only liable for the costs of the verification if the legal metrology error limits are not exceeded.
- 4.4. If a subsequent inspection of the measuring equipment shows that the legal metrological transaction error limits have been exceeded or if errors are found in the determination of the invoice amount (as is the case, for example, with an invoice

based on incorrect measured values), the amount overcharged or undercharged will be refunded or repaid immediately or set off against the next advance payment. Claims under this clause are limited to the reading period preceding the determination of the error, unless the effect of the error can be determined over a longer period of time, in which case the claim is limited to a maximum of three years.

- 4.5. If the contractual fee changes during the billing period, Litium Energie GmbH will bill changed consumption-independent price components on a daily basis. For the billing of changed consumption-dependent price components, the customer's consumption quantity in the billing period determined in accordance with item 4.1 is divided up into the period before and after the price change on the basis of an estimate according to equitable discretion (§ 315 BGB), whereby seasonal fluctuations in consumption must be taken into account appropriately on the basis of comparable empirical values. The advance payments due after the price change can be adjusted accordingly.

### 5. Terms of payment / Default of payment / Refusal of payment / Set-off

- 5.1. All invoice amounts are due one week after receipt of the invoice, discounts and advance payments at the time determined by Litium Energie GmbH at its reasonable discretion (§ 315 BGB) and are payable by direct debit, standing order or bank transfer.
- 5.2. If the customer is in default of payment, Litium Energie GmbH may take reasonable steps to enforce its claim; if Litium Energie GmbH again requests payment, Litium Energie GmbH will charge the customer a flat rate for the costs incurred pursuant to Section **Fehler! Verweisquelle konnte nicht gefunden werden..** If the customer causes an unsuccessful direct debit (e.g. by insufficient funds in his or her account), Litium Energie GmbH will charge the customer for the actual costs incurred in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden..** Upon request of the customer, the calculation basis must be proven; the lump-sum calculation must be easy to understand and may not exceed the costs expected in the normal course of events.
- 5.3. Objections to invoices shall only entitle the customer to defer payment or to refuse payment if there is a serious possibility of an obvious error or if the consumption stated in an invoice is more than twice as high as the comparable consumption in the previous billing period without any obvious reason and the customer demands a re-testing of the measuring device and as long as the re-testing has not established the proper function of the measuring device. Rights of the customer according to § 315 BGB remain unaffected.
- 5.4. Against claims of Litium Energie GmbH can only be offset with undisputed or legally binding counterclaims. This does not apply to claims of the customer against the supplier due to complete or partial non-fulfillment or defective fulfillment of the delivery obligation.

### 6. Advance payment

- 6.1. Litium Energie GmbH may require the customer to make a monthly advance payment in an appropriate amount if the customer is in default of a payment under the contract in a not insignificant amount, if the customer repeatedly defaults on payment within a period of twelve months or in other justified cases.
- 6.2. If an advance payment is requested, the customer shall be informed of the beginning, amount and the reasons for the advance payment as well as the conditions for its discontinuation. The dates of the advance payments shall be determined by the supplier at his reasonable discretion (§ 315 BGB). The advance payment is due at the earliest at the beginning of delivery. The amount of the advance payment shall be determined from the average monthly consumption of the previous billing period and the current contract price or - if there is no previous billing period - from the average monthly consumption of comparable customers and the current contract price. If the customer substantiates that his consumption is significantly lower, this shall be taken into account appropriately.
- 6.3. The advance payment shall be set off against the next payment to be made by the customer under the contract (deductions according to clause 4.1 or invoice amounts). If this results in a deviation of the advance payment from the payment to be made, the excess or undercharged amount shall be refunded or repaid immediately.
- 6.4. Instead of demanding an advance payment, Litium Energie GmbH may set up and operate an advance payment system (e.g. cash or chip card counter) at the customer's site or commission the metering point operator to do so.

### 7. Prices and price components / Future taxes, duties / Price Adjustment/Limited Price Guarantee

- 7.1. The fee to be paid by the customer consists of the price components according to clauses 7.2 to 7.4.
- 7.2. The price shall be composed of a basic price and a consumption-dependent working price. These are calculated on the basis of the costs incurred for supplying all customers in this tariff. They include the following costs: costs for energy procurement and distribution (incl. SLP accounting levy, fee for the use of the virtual trading point, conversion fee and conversion levy), the costs for metering point operation and metering - insofar as these costs are invoiced to the supplier by the metering point operator -, the network fee to be paid to the network operator, the energy tax, the costs from the purchase of emission

certificates under the Fuel Emission Trading Act (BEHG) - insofar as these are incurred by the supplier - and the licence fees.

- 7.3. If the supply or distribution of natural gas is subject to additional taxes or levies not mentioned in Clauses 7.2 and 7.3 after conclusion of the contract, the fee to be paid by the customer shall be increased by the additional costs arising therefrom in the respective applicable amount. Sentence 1 shall apply mutatis mutandis if the supply or distribution of natural gas is subject to a sovereign, generally binding charge (i.e. no fines or similar) after conclusion of the contract, insofar as this charge has a direct influence on the costs of the services owed under this contract. The passing on in the respective applicable amount according to sentences 1 and 2 leads to a corresponding price reduction in the case of reimbursements (e.g. in the form of negative apportionments). A further charge will not be made if the additional costs were already foreseeable at the time of conclusion of the contract in terms of their amount and time of occurrence or if the respective legal regulations prevent further charging. A further charging is limited to the additional costs which can be allocated to the individual contractual relationship (e.g. according to head or consumption) in accordance with the sense and purpose of the legal regulation. The costs are passed on from the time the additional costs are incurred. The customer will be informed about such a rebilling at the latest when the invoice is issued.
- 7.4. In addition, the price in accordance with section 7.2 and any future taxes, duties and other charges imposed by public authorities in accordance with section 7.2 shall be subject to value-added tax at the applicable rate (statutory rate in accordance with § 12 para. 1 UStG currently: 19 %).
- 7.5. Lition Energie GmbH shall inform the customer on request of the applicable amount of a price component to be paid pursuant to subsections 7.2 and 7.3.
- 7.6. Lition Energie GmbH is obligated to adjust the prices pursuant to Section 7.2 - not against any future taxes, duties and other sovereign burdens pursuant to Section 7.3 as well as the VAT separately passed on to the customer in the respective applicable amount pursuant to Section 7.4 - by unilateral determination of performance at its reasonable discretion pursuant to § 315 BGB (German Civil Code) (increases or reductions). The reason for such a price adjustment is exclusively a change in the costs mentioned in clause 7.2. Lition Energie GmbH continuously monitors the development of these costs. The scope of such a price adjustment is limited to the change in costs pursuant to Section 7.2 since the respective preceding price adjustment pursuant to this Section 7.7 or - if no price adjustment pursuant to this Section 7.7 has been made - since the conclusion of the contract until the time of the planned effective date of the current price adjustment. Cost increases and cost reductions shall be offset against each price adjustment. The unilateral determination of performance by the Supplier at its reasonable discretion also refers to the respective points in time of a price adjustment; these are to be chosen in such a way that cost reductions are not taken into account according to standards less favourable to the Customer than cost increases, i.e. cost reductions become at least as effective in terms of price as cost increases. In accordance with § 315 (3) BGB (German Civil Code), the customer has the right to have the exercise of the supplier's reasonable discretion reviewed by a court of law. Price adjustments shall only become effective if the Supplier notifies the Customer of the changes in writing at least two weeks before the planned effective date. In this case, the customer has the right to terminate the contract without notice at the time the price adjustment takes effect. The Supplier shall inform the Customer of this separately in the notification.
- 7.7. In the case of gas tariffs with a "limited price guarantee" (also referred to as "price fixing"), this price guarantee refers solely to a basic and labour price excluding taxes, levies and levies for the duration of the fixing defined in the tariff details and is therefore subject to changes in the charges of the supplier for the operation of the metering point and metering, the grid fee to be paid to the grid operator, the energy tax, the costs from the purchase of emission certificates in accordance with the Fuel Emission Trading Act (BEHG) - insofar as these are incurred by the supplier - as well as the concession fees, changes in value-added tax and subject to the levying of additional taxes, duties or other charges imposed by public authorities, over the occurrence of which the supplier has no influence. The term of the price fixing, unless otherwise specified by product features and confirmed in the order confirmation, begins with the commencement of delivery and ends definitively with the expiry of the contractually agreed term of the price fixing, unless delivery is terminated before expiry of the price fixing term.
- 7.8. Information on current products and tariffs is available to the customer under Tel. no. 030 / 325 000 00 or on the Internet at [www.lition.de](http://www.lition.de).

#### **8. Changes of the contract and these conditions**

The provisions of the contract and these terms and conditions are based on the legal and other framework conditions at the time of conclusion of the contract (e.g. EnWG, GasGVV, GasNZV, MsbG, supreme court jurisdiction, decisions of the Federal Network Agency). The contractual relationship of equivalence can be disturbed to a not insignificant degree after conclusion of the contract by unforeseeable changes in the legal or other framework conditions (e.g. by changes in the law, insofar as their concrete content was not already foreseeable - for example, in the phase between the conclusion of the formal legislative procedure and the coming into force), which Lition Energie GmbH does not initiate and over which it has no influence. Likewise, a gap in the contract and/or these terms and conditions after the conclusion of the contract can cause considerable difficulties in the implementation of the contract (for example, if the courts declare a clause invalid), which can only be remedied by an adjustment or addition. In such cases, Lition Energie GmbH is obligated to adapt and/or supplement the contract and these terms and conditions - with the exception of prices - without delay to the extent that the restoration of the equivalence relationship between performance and consideration and/or the compensation for contractual gaps that have arisen makes it necessary to continue and implement the contractual relationship in a reasonable manner (e.g. in the absence of statutory transition provisions). Adjustments to the contract and these terms and conditions in accordance with this clause are only possible on the first of the month. The adjustment shall only become effective if the Supplier notifies the Customer of the adjustment in text form at least two weeks before the planned effective date. In this case, Customer has the right to terminate the Agreement without observing a period of notice at the time the adjustment to the Agreement takes effect. The Supplier shall separately inform the Customer of this in the notification.

#### **9. Suspension of delivery / Termination without notice**

- 9.1. Lition Energie GmbH is entitled to immediately stop delivery and to have the connection use interrupted by the responsible network operator, if the customer culpably uses gas to a not inconsiderable extent by bypassing, influencing or prior to the installation of the measuring equipment ("gas theft") and the interruption is necessary to prevent further unauthorized energy extraction.
- 9.2. Lition Energie GmbH is also entitled to stop delivery and to have the connection use interrupted by the responsible network operator, if the customer is in default of payment. When calculating the minimum amount, unenforceable claims that the customer has conclusively objected to, or that are not yet due due because of an agreement between supplier and customer, or that result from a disputed and not yet legally decided price increase of the supplier are not considered. The interruption shall not be made if the consequences of the interruption are disproportionate to the severity of the delay in payment or if the customer demonstrates that there is sufficient prospect that he will fully meet his obligations. The customer shall be threatened with the interruption at least four weeks in advance and the commissioning of the network operator with the interruption of the connection use shall be announced three working days in advance, stating the time of the placement of the order. The supplier will instruct the network operator at the time stated in the announcement to interrupt the connection use, for which the network operator has six additional working days in accordance with the provisions of the Supplier Framework Agreement for Gas (Annex 3 to Cooperation Agreement 10). The customer shall immediately inform the supplier of any particularities that would make an interruption imperative.
- 9.3. The costs of the interruption as well as of the restoration of the supply shall be reimbursed by the customer. The Lition Energie GmbH charges the customer the costs incurred in the amount of the actual expenditure. At the request of the customer, the calculation basis is to be proven. The supply is immediately restored when the reasons for the interruption cease to exist and the costs of the interruption and restoration have been paid; if no cash payment is made, the customer is free to pay the costs of the interruption and restoration immediately by bank transfer to shorten the interruption period, even if a direct debit authorization has been granted.
- 9.4. The contract may be terminated for good cause without notice and delivery may be suspended. The supplier must immediately deregister the customer with the responsible distribution network operator. Insofar as the customer's withdrawals in the event of an extraordinary termination of the contract by the supplier despite the cancellation (e.g. due to processing deadlines of the network operator, process deadlines of GeLI Gas) are allocated to the supplier in the balance sheet beyond the date of termination of the contract without the supplier receiving compensation for this (e.g. within the scope of the network operator's over- or under-quantity billing), the customer shall owe the fee for this continuous supply in accordance with this contract. Good cause shall exist in particular in the event of gas theft in accordance with Clause 9.1, or in the event of default of payment under the conditions of Clause 9.2, sentences 1 and 2. In the latter case, the customer shall be threatened with termination at least two weeks in advance; termination shall not be effected in this case if the consequences of termination are out of proportion to the severity of the default of payment or if the customer demonstrates that there is sufficient prospect that he will fully meet his obligations.
- 9.5. Good cause shall also be deemed to exist if execution proceedings have been initiated against the entire assets of the other parties or a substantial part of these assets.
- 9.6. In addition, Lition Energie GmbH is entitled to terminate this contract in the event of negative information from SCHUFA or Creditreform concerning the customer, in particular on the following points: unsuccessful enforcement, unsuccessful attachment, affidavit of assets, discharge of residual debt.

#### **10. Liability**

- 10.1. Claims for damages due to interruption or irregularities in the gas supply shall be asserted against the grid operator, insofar as the consequences of a disruption of grid operation including the grid connection are concerned (§ 18 NDAV).
- 10.2. Lition Energie GmbH will immediately provide information about the facts related to the cause of the damage, if they are known to him or can be clarified by him in a reasonable manner and the customer so wishes.
- 10.3. In all other cases of liability, the liability of the parties as well as their vicarious agents and assistants for culpably caused damages is excluded, unless the damage was not caused by intent or gross negligence; this does not apply to damages resulting from injury to life, limb or health, or the culpable violation of essential contractual obligations, i.e. such obligations, the fulfillment of which makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely (so-called cardinal obligations).
- 10.4. In the event of a breach of essential contractual obligations which is not based on intent or gross negligence, liability shall be limited to the damage which the liable party foresaw as a possible consequence of the breach of contract when the contract was concluded or should have foreseen taking into account the circumstances which it knew or should have known.
- 10.5. The provisions of the Product Liability Act shall remain unaffected.

#### **11. Move / Transfer of the contract**

- 11.1. The customer is obligated to notify Lition Energie GmbH of any relocation immediately in advance in text form, stating the date of relocation, the new address and the new gas meter number. As a rule, this notification must be made no later than one month before the move date in order to enable Lition Energie GmbH to deregister or re-register with the network operator in a timely manner. Lition Energie GmbH will continue to supply the customer at the new point of use on the basis of this contract - unless a case under Section 11.3 exists. The supply at the time of the move assumes that the customer has informed the supplier of the move date in due time.
- 11.2. A customer's move terminates the supply contract at the time of the move date communicated by the customer if the customer moves from the territory of the previous network operator to the territory of another network operator.
- 11.3. If the notification of the customer according to paragraph 11.1 is omitted for reasons for which the customer is responsible, and the supplier is not otherwise

aware of the fact of the move, the customer is obliged to make further withdrawals at his previous withdrawal point, for which Lition Energie GmbH is liable to the local network operator and for which he is not entitled to demand compensation from any other customer, to pay according to the prices of the contract. The obligation of the supplier to immediately deregister from the previous tapping point and claims of the supplier for loss of profit due to non-delivery or delayed delivery at the new tapping point remain unaffected.

- 11.5. Lition Energie GmbH is entitled to transfer the rights and obligations under the contract as a whole to a third party with the necessary personnel, technical and economic capacity. The customer must be notified in advance of any transfer pursuant to sentence 1. In this case, the customer has the right to terminate the contract without notice at the time the transfer takes effect. The Supplier shall inform the Customer of this separately in the notification. The right to assign claims in accordance with § 398 BGB (German Civil Code) as well as a legal succession, in particular in the case of transfers within the meaning of the German Transformation Act (Umwandlungsgesetz), shall remain unaffected by this Clause 11.5.

## 12. Data protection / Data exchange with credit agencies / Right of objection

- 12.1. The person responsible for processing personal data within the meaning of the Basic Data Protection Regulation (DSGVO) is: Lition Energie GmbH, Am Kurfürstendamm 21, 10719 Berlin. The e-mail address is datenschutz@lition.de.
- 12.2. The Supplier's data protection officer is available to the Customer for questions regarding the processing of its personal data at datenschutzbeauftragter@lition.de.
- 12.3. Lition Energie GmbH processes personal data of the customer (in particular the information provided by the customer in connection with the conclusion of the contract) for the establishment, execution and termination of the energy supply contract as well as for the purpose of direct advertising and market research in accordance with the relevant data protection regulations (e.g. the Federal Data Protection Act (BDSG), in particular § 31 BDSG), the Measuring Point Operation Act (MsbG) and on the basis of the Data Protection Ordinance (DSGVO), in particular Art. 6 para. 1 lit. b) and f). For the purpose of deciding on the establishment, execution or termination of an energy supply contract, Lition Energie GmbH processes probability values for the customer's future payment behavior (so-called credit scoring); the calculation of the probability values includes, among other things, the customer's address data. Lition Energie GmbH also reserves the right to transmit personal data on claims against the client to credit agencies if the requirements of § 31 BDSG, Art. 6 lit. b) or f) DSGVO are met.
- 12.4. A disclosure of the customer's personal data shall be made - within the scope of the purposes mentioned in item 12.3 - exclusively to the following recipients or categories of recipients: (1) BAS Kundenservice GmbH & Co. KG, Prenzlauer Promenade 28, 13089 Berlin with affiliated group companies, (2) eg factory GmbH, Straße der Nationen 12, 09111 Chemnitz, (3) powercloud GmbH, Hänferstraße 35, 77855 Achern, (4) MailChimp, a product of the Georgia, USA-based company The Rocket Science Group, LLC d/b/a, (5) the responsible network operator of the Customer, (6) the Customer's previous energy supplier, (7) of any desired energy producer selected by the client (8) the sales partner registered by Lition who has referred the respective client (only in the case of referral), as well as the credit agencies (9) CRIF Bürgel GmbH, Radlkoferstraße 2, 81373 Munich and (10) Creditreform Boniversum GmbH, Hellersbergstraße 11, 41460 Neuss.
- 12.5. The customer's personal data will be stored for the purpose of establishing, implementing and terminating an energy supply contract and for compliance with the statutory archiving and storage obligations (e.g. § 257 HGB, § 147 AO) for as long as this is necessary to fulfil these purposes. For the purposes of direct advertising and market research, the personal data of the Customer shall be stored for as long as the Supplier has an overriding legal interest in the processing in accordance with the relevant legal provisions, but for no longer than two years after the end of the contract.
- 12.6. The Customer has rights of information, correction, deletion, restriction of processing and data transferability in accordance with the relevant legal provisions, in particular Articles 15 to 20 DSGVO.
- 12.7. The Customer may at any time object to the processing of its data for the purposes of direct advertising and/or market research vis-à-vis the Supplier; in addition, telephone advertising by the Supplier shall only be carried out with the prior express consent of the Customer.
- 12.8. The Customer shall have the right to complain to the competent supervisory authority if it considers that the processing of personal data concerning it is in breach of data protection regulations.

## 13. Information on maintenance services and charges / Change of supplier

- 13.1. Up-to-date information on maintenance services and charges is available from the local network operator.
- 13.2. A change of supplier shall be made quickly and free of charge. After the change, Lition Energie GmbH is obligated to inform the new supplier of the relevant consumption of the comparable period of the previous year. If Lition Energie GmbH cannot determine the consumption for reasons beyond its control, the estimated consumption must be stated.

## 14. Dispute settlement procedure

- 14.1. Energy supply companies and measuring point operators (companies) are obliged to respond to complaints from consumers within the meaning of § 13 BGB (consumer), in particular regarding the conclusion of the contract or the quality of the company's services (consumer complaints), which relate to connection to the supply network, the supply of energy and the measurement of energy, in the procedure in accordance with § 111a EnWG within a period of four weeks from receipt by the company. Consumer complaints should be addressed to: beschwerde@lition.de, 030 / 325 000 00 or Lition Energie GmbH, Kurfürstendamm 21, 10719 Berlin.
- 14.2. A consumer is entitled to contact the Schlichtungsstelle Energie e. V. (arbitration board) in accordance with § 111b EnWG to conduct an arbitration procedure if the company has not remedied the complaint within the settlement period or has declared that it will not remedy the complaint. § Section 14 (5) VSBG remains unaffected. The company is obliged to take part in the procedure with the conciliation body. The submission of a complaint to the conciliation body suspends the statutory limitation period in accordance with § 204 (1) no. 4 BGB. The right of

the parties involved to appeal to the courts or to request another procedure remains unaffected.

- 14.3. The contact details of the conciliation body are currently: Schlichtungsstelle Energie e.V., Friedrichstraße 133, 10117 Berlin, telephone: +49 30/2757240-0, fax: +49 30/2757240-69, e-mail: info@schlichtungsstelle-energie.de, homepage: www.schlichtungsstelle-energie.de.
- 14.4. General information on consumer rights is available from the Consumer Service of the Federal Network Agency for Electricity and Gas, P.O. Box 8001, 53105 Bonn, Germany, telephone: +49 30/22480-500 or +49 30/22480-323, fax: +49 30/22480-323, e-mail: verbraucherservice-energie@bnetza.de.
- 14.5. Consumers have the opportunity to use the European Union's Online Dispute Resolution Platform (OS Platform) to obtain free assistance for filing a consumer complaint regarding an online sales contract or online service contract as well as information on the procedures at consumer dispute resolution bodies in the European Union. The OS Platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>.

## 15. General information in accordance with the Energy Services Act

In connection with more efficient energy use by end customers, the Federal Office for Energy Efficiency maintains a list of energy service providers, providers of energy audits and providers of energy efficiency measures. Further information on the list of providers and the providers themselves can be found at [www.bfee-online.de](http://www.bfee-online.de). You can also obtain comprehensive information about energy efficiency from the German Energy Agency. Further information is available at [www.energieeffizienz-online.info](http://www.energieeffizienz-online.info).

## 16. Flat-rate costs

	net / gross
<b>Reminder costs 1st reminder letter (clause 5.2)</b>	€ 0,00
<b>Reminder costs 2nd and 3rd reminder (clause Fehler! Verweisquelle konnte nicht gefunden werden.), each</b>	€ 1,00
<b>Costs for unsuccessful direct debits (clause 4.2)</b>	

In the case of returned direct debits, the customer shall bear the resulting fees of the customer's banking institution and the bank of Lition Energie GmbH.

For reminder fees there is currently no obligation to pay value added tax.

## 17. "Refer a Friend" Campaign

- 17.1. Basic Terms  
The "Refer a Friend" program ("Program") will be offered to all existing customers by Lition Energie GmbH ("Lition") in a limited period from March 1, 2019 to December 31, 2020. Lition reserves the right to extend the subscription period at any time. The program is offered by Lition as a courtesy. It does not create any legal obligations that could be enforced in court. Lition may suspend, terminate or change the terms and conditions of the Program at any time for any reason, including, but not limited to, the amount of the Referral Bonus (the "Bonus"), geographic or time availability, or the ability of a customer to participate in the Program. If a customer violates the terms of the Program, Lition may refuse to pay a Reward or reverse a Reward that has already been paid to the customer's account. The Program Participants, i.e. the existing Lition Customer who sends the Referral to his/her friend ("Existing Customer") and the Invited Friend ("Invited Friend"), must be two different natural persons who are at least 18 years of age and live in countries where Lition offers its services. The bonus will only be paid once per invited friend to the existing customer once the criteria set out in Articles 2 and 3 have been met.
- 17.2. Conditions for eligibility for the referral bonus  
The existing Lition customer submits their personal referral code (the "Referral Code") or the personal referral link (the "Referral Link") that they receive through the Lition Web site (<https://lition.de>), the Lition customer portal (<https://kundenportal.lition.de>), or through Lition's email communication. The existing Lition customer can begin to share the referral code or referral link once they have received the order confirmation for their Lition contract. The invited friend concludes a Lition energy supply agreement via the Lition website by clicking on the referral link or entering the referral code in the registration form. The invited friend will receive a delivery confirmation for their Lition contract. The existing customer will receive a notification from Lition by email as soon as an invited friend has received a delivery confirmation. The actual amount of the bonus will depend on the amount that was valid at the time the invited friend registered and displayed on the Lition website (<https://lition.de>) and on the Lition customer portal (<https://kundenportal.lition.de>). The bonus will be paid in local currency. The premium will be paid out in accordance with the conditions set out in Section 17.3.
- 17.3. Payment conditions for the referral bonus  
(1) The invited customer was supplied with electricity and/or gas for at least 90 days via the Lition energy supply contract, during the conclusion of which he used the referral code or referral link. (2) The existing customer has been supplied with electricity and/or gas for at least 90 days via a Lition energy supply contract.  
(3) The existing customer has at least one active Lition energy supply contract, which he has not terminated. (4) The existing customer has provided Lition with an account (IBAN) for an account with a bank in a country where Lition offers its services (currently: Germany) to which Lition can transfer the referral bonus. Lition reserves the right to only accept account details which the existing customer has stored in his customer portal and thus transmitted to Lition. If the existing customer participates in the direct debit procedure for the contract payments to Lition (e.g. monthly discount), Lition will transfer the referral bonus to the same account.  
Other methods of payment of the referral bonus in addition to transfer to an account in the above payment area are not possible. The beneficiary has no claim to payment of the referral bonus in any other way. Lition reserves the right to transfer the referral bonus to the bank account provided by the customer within 14 days of meeting the above criteria. Lition also reserves the right to bundle several referral bonuses to a single existing customer and pay them out in total. In the event that the existing customer does not notify Lition of a

valid account relationship that meets the above conditions, Lition reserves the right to forfeit the referral bonus after one year.

**17.4. Limitations**

Lition will only consider one electricity supply contract per invited friend for a referral bonus, i.e. the existing customer cannot receive multiple awards for multiple electricity supply contracts of a single invited customer.

Each invited friend can use a referral code or link only once to open a Lition account.

The invited friend cannot combine multiple referral codes or referral links from different existing Lition customers when signing up with Lition.

**17.5. Additional Terms and Conditions**

Lition reserves the right to suspend accounts or charge back awards if Lition discovers any activity that is abusive, fraudulent, or in violation of the terms of the program or Lition's terms and conditions.

**17.6. Changes to these Conditions**

Lition may change these terms at any time without notice. If Lition changes these terms, it will post the changed terms on the Lition website (<https://lition.de>) or on the Lition customer portal (<https://kundenportal.lition.de>). The changes will be effective upon posting.

**18. New customer bonus/Promotion codes**

18.1. Lition Energie GmbH may provide promotion codes for the registration of new customers in selected periods. The period of validity of the respective promotion code is determined by Lition Energie GmbH. The amount of the associated new customer bonus may vary depending on the promotion code.

18.2. Unless otherwise agreed, the new customer bonus will be paid by way of offsetting against the first annual invoice at the end of the first 12-month delivery period. If the delivery time is less than 12 months, there is no claim to a payout.

**19. Final terms**

19.1. These conditions are final. Oral collateral agreements do not exist.

19.2. Should individual terms of the contract be or become invalid or unenforceable, the remainder of the contract shall remain unaffected.

**20. Energy tax notice**

10.4. For natural gas purchased on the basis of this Agreement, the following notice shall apply pursuant to the Energy Tax Implementing Regulation:

"Tax-deductible energy product! May not be used as fuel unless such use is permitted under the Energy Tax Act or the Energy Tax Implementing Regulation. Any use other than as fuel has tax and criminal law consequences. In case of doubt, please contact your responsible main customs office."