

GENERAL TERMS AND CONDITIONS

WISNOTS GmbH

Version: Berlin, 28 September 2026

Convenience translation. Only the German version is legally binding.

§ 1 Scope

(1) These General Terms and Conditions apply to all contracts between WISNOTS GmbH, Möckernstraße 141, 10963 Berlin, Germany (hereinafter “WISNOTS”) and the customer concerning the “WISNOTS Netzanmeldung” service, through which WISNOTS handles registrations of energy systems. The service is used primarily through an application programming interface (API), and additionally through the customer portal and agreed email inboxes. These terms do not apply to other WISNOTS services.

(2) WISNOTS provides services exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

(3) Deviating terms of the customer do not become part of the contract unless WISNOTS expressly agrees to them in text form.

(4) In addition, the data processing agreement pursuant to Art. 28 GDPR applies and forms part of this contract.

§ 2 Conclusion of contract

(1) The contract is concluded when the customer confirms these terms and the data processing agreement when creating an account, and at the latest when the first case is submitted to WISNOTS.

(2) The presentation of the services on the website does not constitute a binding offer.

§ 3 Subject matter of the services

(1) WISNOTS handles registrations of energy systems for the customer, in particular:

- a) receiving and preparing the system and operator data submitted by the customer
- b) checking completeness against the requirements of the competent body
- c) submitting the registration to the competent body
- d) handling queries from the competent body
- e) monitoring deadlines and following up until the case is completed
- f) registration in the Market Master Data Register (Marktstammdatenregister), where commissioned
- g) providing the case status

(2) The customer remains the applicant towards the competent body. WISNOTS acts exclusively on behalf of and on the instructions of the customer. The customer’s entry in the installer register and its professional and legal responsibility remain unaffected.

(3) The customer authorises WISNOTS to file registrations in its name via its account and to answer queries. Declarations that require an entry in the installer register or an electrical inspection, in particular commissioning reports and completion notices, are made solely by the customer; WISNOTS prepares them and submits them only once the customer has released them, e.g. by signing or by an instruction to file via the API.

(4) WISNOTS owes proper submission, not the success of the procedure. Decisions of the competent body, its processing time and technical connection conditions are outside WISNOTS’s control.

(5) WISNOTS uses AI models to analyse submitted documents and to prepare registrations. AI processing takes place through an endpoint in the European Union and exclusively with model deployments in data centres within the European Union; details are set out in Annex 3 to the data processing agreement. Case data is not used to train AI models, either by WISNOTS or by the AI providers used. WISNOTS remains responsible for proper processing also where AI is used.

§ 4 Customer's obligations to cooperate

- (1) The customer submits the data and documents required for the registration completely and correctly.
- (2) The customer ensures that it is entitled to transfer its customers' data to WISNOTS and that the data protection requirements are met.
- (3) If the customer provides access credentials for third-party portals, it ensures that passing them on is permitted under the terms of use of the respective body. Their safekeeping is governed by the data processing agreement.
- (4) The customer answers without delay any queries from WISNOTS that only the customer or its end customer can answer. Delays caused by late cooperation are not attributable to WISNOTS.
- (5) The customer signs without delay any declarations that it is required to sign.
- (6) If a case requires a signature or declaration from the system operator, WISNOTS may contact the system operator for this purpose at the contact address provided by the customer, for example with a signature request. The customer informs its end customers of this.
- (7) If the customer uses the service for third parties, e.g. as a software provider for installers, § 3(2) and (3) apply accordingly to the respective third party. The customer warrants that the third party has authorised WISNOTS to do so and has permitted the use of its access credentials.

§ 5 Remuneration and payment

- (1) Remuneration is based on the price for processing credits shown at the time of purchase or on an individual agreement.
- (2) One credit is used per registration case as soon as the customer bindingly hands the case over to WISNOTS through the API or the customer portal. Drafts and test cases do not use credits. Use does not depend on the decision of the competent body.
- (3) If a case cannot be submitted for reasons for which WISNOTS is responsible, WISNOTS restores the credit used for it.
- (4) For online purchases, the price is payable in the ordering process. Invoices under individual agreements are payable without deduction within 14 days of receipt.
- (5) All prices are exclusive of statutory VAT.
- (6) Price changes apply only to future purchases.
- (7) Purchased credits do not expire. Unused credits are not paid out; paragraph 3 and statutory claims remain unaffected.

§ 6 Time of performance

- (1) WISNOTS processes submitted cases within a reasonable time. Specific processing times apply only where expressly agreed in text form.
- (2) The processing time at the competent body and periods in which WISNOTS is waiting for the customer's cooperation are not counted.

§ 7 Warranty

- (1) If WISNOTS performs a service defectively, in particular through incorrect transfer of the submitted data, subsequent performance takes place by reprocessing and resubmitting the case at no additional charge.
- (2) Defects must be reported in text form without delay after they become known.
- (3) WISNOTS gives no warranty for the correctness of the content of the data submitted by the customer.

§ 8 Liability

- (1) WISNOTS is liable without limitation for intent and gross negligence, for injury to life, body or health, under the German Product Liability Act and to the extent of any guarantees given.
- (2) In the event of a slightly negligent breach of an essential contractual obligation, liability is limited to the typical, foreseeable damage. Essential contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely.
- (3) Otherwise, liability is excluded.
- (4) Liability under paragraph 2 is limited per case of damage to ten times the remuneration agreed for the case concerned, and in total to the remuneration paid to WISNOTS in the twelve months before the event giving rise to the damage. However, the maximum amounts are at least €600 per case of damage and €3,000 in total.
- (5) WISNOTS is not liable for decisions of the competent bodies, their processing times, technical connection conditions or resulting delays and consequential costs.
- (6) WISNOTS is not liable for damage resulting from incorrect or incomplete information provided by the customer.

§ 9 Confidentiality

Both parties treat confidential information of the other party confidentially and use it only to perform the contract. The obligation applies for the term of the contract and for three years thereafter.

§ 10 Term and termination

- (1) The contract is concluded for an indefinite period. There is no minimum term and no minimum purchase.
- (2) Either party may terminate the contract at any time with 14 days' notice to the end of a month in text form. The right to terminate for good cause remains unaffected.
- (3) Cases already submitted are completed after termination unless otherwise agreed.
- (4) After termination, data is returned or deleted in accordance with the data processing agreement.

§ 11 Changes to these terms

- (1) WISNOTS may change these terms with 30 days' notice in text form.
- (2) If the customer does not object within this period, the changed terms are deemed accepted. The notice will point this out separately.
- (3) In the event of an objection, either party may terminate the contract as of the date the change takes effect.

§ 12 Final provisions

- (1) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) The exclusive place of jurisdiction is Berlin if the customer is a merchant, a legal entity under public law or a special fund under public law.
- (3) Amendments and additions must be made in text form.
- (4) Should individual provisions be or become invalid, the validity of the remaining provisions remains unaffected.