

Terms of Use

Hypion-Hydrogen Refuelling Station Donaubogen 4 in 24539 Neumünster

1. Permission of use / Subject matter and scope

- 1.1. These Terms of Use govern the use of the Hydrogen Refuelling Station at Donaubogen 4 in 24539 Neumünster and associated services.
- 1.2. The filling station is used exclusively based on these terms and conditions. By using the Hydrogen Refuelling Station, you agree to these terms and conditions.
- 1.3. The customer and Hypion Motion Neumünster GmbH & Co. KG ("Hypion") Rendsburger Landstraße 196-198 24113 Kiel agree on the general refuelling of hydrogen at the Hydrogen Refuelling Station at Donaubogen 4 in 24539 Neumünster. A distinction is made between the use of the Hypion fuel card and various giro and credit cards as payment options. Details on the giro and credit cards can be found in chapter 3.
- 1.4. The Hydrogen Refuelling Station at Donaubogen 4 in 24539 Neumünster is open to the public. Any Customer who has accepted these Terms of Use - especially those set out in Chapter 4 - is entitled to refuel hydrogen in a hydrogen vehicle there.
- 1.5. These Terms of Use only apply if the customer is either a consumer within the meaning of Section 13 of the German Civil Code (BGB) or an entrepreneur within the meaning of Section 14 (1) of the German Civil Code (BGB). Conflicting or deviating terms and conditions of the customer do not become part of the contractual relationship, unless Hypion has expressly agreed to the validity of conflicting or deviating conditions.



2. Hours

- 2.1. The Hypion Hydrogen Refuelling Station, Donaubogen 4 in 24539 Neumünster, is open 24 hours a day, 7 days a week.
- 2.2. Deviating from this, refuelling will not be possible at times during maintenance work. For information about when planned downtime occurs, see:
 - / <https://h2.live/>
 - / [HYPION H2 petrol station](#) on Google Maps
- 2.3. Unplanned outages may occur. These will be communicated as soon as possible via the channels described above.

3. Payment methods

- 3.1. The following payment options are available to the customer:
 - / Giro and credit card
 - EC-Karte (Girocard)
 - Mastercard
 - Visa Card
 - / Hypion fuel card¹
- 3.2. The Hypion fuel card is only issued to commercial customers. If you are interested, please contact Hypion.

4. Refuelling of vehicles

- 4.1. Please follow the instructions on the refuelling stations.
- 4.2. Refuelling process procedure
 - / Park the vehicle in front of the correct dispenser.
 - / Park the vehicle.
 - / Choose a payment method
 - Use the payment terminal to pay in advance.

¹The Hypion fuel card is a co-branded fuel card of Staack Pooltankstellen GmbH & Co. KG as a member of tankpool24.



- / Remove the filler neck from the filler holder.
 - / Connect the filler neck to the vehicle.
 - / Press the green [Start] button to start refuelling. The dispenser displays the price and quantity of hydrogen.
 - / When the tank is full, refuelling stops. If necessary, press [Stop] to stop refuelling earlier.
 - / Disconnect the filler neck from the vehicle.
 - / Insert the filler nozzle correctly into the filler nozzle bracket (bracket).
- 4.3. At the Hypion Hydrogen Refuelling Station, Donaubogen 4 in 24539 Neumünster, Light Duty Vehicles can be refuelled with 700 bar refuelling pressure in accordance with the refuelling protocol "MC-Formula", which meets the parameters of the "SAE J2601-1".
- 4.4. Heavy duty vehicles with a refuelling pressure of 350 bar are refuelled using the "H35 Resato" refuelling protocol. Refuelling operations of more than 10 kg are permitted for the following vehicle types:
- / Hyundai Xcient
 - / Hyzon HyMax-250
- 4.5. Refuelling processes of other vehicle types require explicit approval with prior registration and technical coordination with Hypion (contact: info@hypion.eu). Otherwise, refuelling is prohibited.
- 4.6. Vehicles that use hydrogen in an internal combustion engine may also only be refuelled after a refuelling test has been carried out and explicit approval. In individual consultation, the announcement may be omitted. If a vehicle with a hydrogen combustion engine is refuelled without authorisation, the energy tax liability is transferred to the customer himself as the recipient, and he must independently declare the quantities to the responsible main customs office.
- 4.7. Do not start the refuelling process unless all conditions and safety instructions set out in these Terms of Use have been met and the vehicle is safely parked.
- 4.8. If technical problems occur, use the intercom system of the payment machine.



5. Use of the Hypion fuel card

- 5.1. The Hypion fuel card can be used by activating it by entering the PIN. The customer can then refuel his vehicle with hydrogen.
- 5.2. By using the Hypion fuel card, the customer expressly authorizes Hypion to assert any claims arising either directly in its own name or to acquire the claims to then assert them in its own name.
- 5.3. For the use of the Hypion fuel card, Hypion charges an annual processing fee of 60 euros at the beginning of the year or at the beginning of the contractual relationship. The amount will be shown at the time of invoicing.
- 5.4. The customer is obliged to keep the Hypion fuel card carefully. Especially, it is the customer's responsibility to ensure that the Hypion fuel card is protected from access by unauthorized persons. The PIN required to use the Hypion fuel card must be kept secret and confidential.
- 5.5. By using the Hypion fuel card, the user undertakes to use the corresponding fuel card exclusively for the vehicle specified during registration. If the user violates this vehicle-specific assignment, Hypion is authorized to block the fuel card.
- 5.6. The customer must immediately notify Hypion of any theft, loss or other loss of the Hypion fuel card and arrange for the card to be blocked. The notification must be made by e-mail to info@hypion.eu.
- 5.7. Hypion is entitled to block the fuel card in the event of suspicion of unauthorised or improper use of the fuel card. If the customer does not meet his payment obligations, this authorizes Hypion to block the customer's Hypion fuel card.
- 5.8. The transfer of the Hypion fuel card to other users is not permitted.
- 5.9. In the application process, a copy of the vehicle registration document is required for energy tax reasons and for the attributability of the fuel card. The vehicle identification number and the registration number are stored in the fuel card.



The background to this is that hydrogen is not formally considered an energy product when used in a fuel cell and therefore no energy tax is incurred. However, this must be proven with the vehicle registration document and the fuel card assigned to it. If it cannot be proven that the vehicle is powered by a fuel cell, the energy tax must be paid. This obligation to provide proof must be made from 01.01.2025 and must be presented in a comprehensible manner. If a copy of the vehicle registration document is not handed over to Hypion, Hypion is entitled either to pass on energy tax to the customer for the unverifiable quantities incurred or Hypion is entitled to block and reclaim the fuel card.

6. Payment process with a Hypion fuel card

- 6.1. For the service provided by Hypion, the refuelling of hydrogen by the customer, the agreed fee will be charged between the customer and Hypion.
- 6.2. The service, the purchase of hydrogen, is provided at the prices applicable at the time of sale, unless otherwise agreed between the customer and Hypion.
- 6.3. All claims resulting from the use of the Hypion fuel card will be invoiced to the customer. Invoices from Hypion are due immediately, unless a different agreement has been made between the customer and Hypion. Hypion grants the customer a payment term of 14 days net.
- 6.4. The customer has the option of choosing between an electronic invoice and a paper invoice. If the customer does not make an explicit choice, the invoice in electronic form will be considered agreed. Electronic invoices will be sent to the customer by email to the email address provided by the customer.
- 6.5. Billing is done according to the agreed payment options.
- 6.6. Ownership of the hydrogen remains with Hypion until the purchase price has been paid in full.
- 6.7. The hydrogen is provided by the operator of the Hydrogen Refuelling Station. There is no entitlement to the purchase of hydrogen at the Neumünster Hydrogen Refuelling Station. In particular, the customer cannot assert any claims in the event of supply difficulties or if the system is out of operation. Other individual votes remain unaffected.
- 6.8. It is not possible to purchase other goods or services with the Hypion fuel card.
- 6.9. All other provisions in connection with the Hypion fuel card are regulated in an individual contract with the customer.



7. Payment process with a debit and credit card

- 7.1. For the service provided by Hypion, the refuelling of hydrogen by the customer, the agreed fee will be charged between the customer and Hypion.
- 7.2. The service, the purchase of hydrogen, is provided at the prices applicable at the time of sale, unless otherwise agreed between the customer and Hypion.
- 7.3. Billing is done according to the agreed payment options.
- 7.4. Ownership of the hydrogen remains with Hypion until the purchase price has been paid in full.
- 7.5. The hydrogen is provided by the operator of the Hydrogen Refuelling Station. There is no entitlement to the purchase of hydrogen at the Neumünster Hydrogen Refuelling Station. In particular, the customer cannot assert any claims in the event of supply difficulties or if the system is out of operation.

8. Safety instructions and rules of conduct

8.1. Safety precautions

- 8.1.1. The refuelling process must be carried out in compliance with all safety instructions. Especially, it is necessary to switch off the vehicle's engine during refuelling.
- 8.1.2. Follow the signposted safety instructions.
- 8.1.3. The following applies to the entire premises of the Hypion Hydrogen Refuelling Station:
 - / Explosive atmosphere warning.
 - / Smoking, open flames or ignition sources are strictly prohibited on the petrol station premises.
 - / Do not use mobile phones or electronic devices during the refuelling process.
 - / Access to cordoned-off areas (technical island and trailer parking spaces) is prohibited for unauthorised persons and is signposted accordingly.
 - / In the publicly accessible area, the one-way street regulation applies.

8.2. First aid:



- 8.2.1. In the event of an emergency or accident, call the local emergency numbers immediately: police 110, fire brigade 112.
- 8.2.2. The petrol station has accessible fire extinguishers. Use them if necessary.

9. Liability and Limitation of Liability

9.1. Liability

The liability of Hypion is limited exclusively to damages resulting from the breach of essential obligations by Hypion or its vicarious agents, limited to the typically foreseeable damage. Material obligations are those whose fulfilment is essential for the proper operation of the petrol station in the first place and on the compliance with which the customer regularly relies on or may rely. The violation of these obligations jeopardizes the achievement of the purpose of the contract.

9.2. Disclaimer

- 9.2.1. Refuelling is at your own risk. The petrol station and its operators assume no liability for damage or injury caused by improper use.
- 9.2.2. The use of the petrol station is at your own risk. The petrol station and its operators are not liable for any damage, loss or injury that occurs during the use of the petrol station, unless it is based on gross negligence or intent.
- 9.2.3. The operator is not liable for any damage or loss to vehicles or other items that occur during the refuelling process.

9.3. Exclusion of consequential damages:

In no event shall the Petrol Station and its operators be liable for any indirect, incidental, criminal or consequential damages arising from the use of the Petrol Station.



10. Privacy

- 10.1. The Operator collects, processes and uses personal data in accordance with the applicable data protection regulations.
- 10.2. Hypion undertakes to comply with the applicable regulations on the protection of personal data. The data is used for the processing and processing of the contractual relationship as a customer. The usage data of the application and the refuelling processes are used anonymously for internal evaluations.
- 10.3. For more information, please visit: <https://hypion.eu/datenschutzerklaerung/>

11. Information on video surveillance

- 11.1. The Hypion Hydrogen Refuelling Station, Donaubogen 4 in 24539 Neumünster is under video surveillance. Corresponding signs and information can be found at the location.
- 11.2. The video recordings are only viewed by a few selected people. They serve to ensure the safety of the plant as well as to prevent and track unwanted activities.
- 11.3. The storage period of the video recordings is 11 days.

12. Applicable law and jurisdiction

- 12.1. The Terms of Use are subject to the laws of the Federal Republic of Germany.
- 12.2. The place of performance for payments by customers is Neumünster.
- 12.3. The exclusive place of jurisdiction for all disputes arising from the Terms of Use is Kiel.

13. Changes to the Terms of Use

The current version of the Terms of Use can be found on the homepage. Hypion Fuel Card Holders will be notified of any changes to these Terms of Use by email at least four weeks prior to their effective date. The amended terms and conditions shall be deemed to have been accepted by the customer, unless the customer objects to the change before the effective date.



14. Imprint

The imprint can be found at <https://hypion.eu/en/imprint/>.

As of: February 2025