GENERAL TERMS AND CONDITIONS OF SALE (CONSUMERS)

1. General Terms and Conditions and Interpretation

1.1. These are the General Terms and Conditions of Sale for Consumers ('**General Terms and Conditions**') applied by Eneco eMobility, the trade name of the Belgian branch of the private company with limited liability under Dutch law Eneco eMobility BV, having its registered office at Delftseplein 30k, 3013 AA Rotterdam (the Netherlands), registered at the Dutch Chamber of Commerce under number 70990921 and at the Belgian Crossroads Bank for Enterprises under number 0711.776.469 (hereinafter referred to as '**Eneco**'). These General Terms and Conditions apply to all offers, sales, supplies and installations of Charge Points for electric vehicles ('**Charge Points**'), the associated products, such as distribution boxes, cabling, charge cards (including charge fobs), signage and parking signs (referred to jointly with Charge Points as '**Products**'), and the services associated with the Products, such as the installation, relocation or removal of Products, the provision of charging services, hosting, customer service, applications and interventions, whether in the form of a subscription plan or otherwise ('**Services**').

1.2. In these General Terms and Conditions, words such as 'including', 'which includes', 'such as' and 'for example' are deemed to have a broad meaning and are to be read as 'including but not limited to'. Words used in these General Terms and Conditions in the plural form include the singular form and vice versa.

1.3. The provisions below are severable. If, at any time, one or more provisions of these General Terms and Conditions are void or voidable, whether in whole or in part, the other provisions of these General Terms and Conditions will continue to apply in full. In such an event, Eneco and the Customer will consult in order to agree on new provisions to replace the void or voided provisions, taking the purpose and meaning of the original stipulations into account as far as possible.

2. Offer and Formation of the Agreement

2.1. At the request of a customer or potential customer acting in their capacity as a consumer ('**Customer**'), Eneco may issue a proposal listing the Products and/or Services the Customer wishes to receive from Eneco and the corresponding prices ('**Quotation**'). An agreement ('**Agreement**') will be formed at the moment the Customer accepts the Quotation unchanged in writing (which includes by email, digitally or via the Eneco website) during the period of validity of the Quotation. If the Quotation contains an error and the Customer knew or should reasonably have understood this to be the case, no Agreement will be formed.

2.2. The prices specified in the Quotation for carrying out work are based on performance of the Agreement during normal office hours and under normal working conditions. If work is performed outside these hours or under different conditions, the associated costs will be at the Customer's expense.

2.3. These General Terms and Conditions apply to all requests for Quotations, orders and Agreements, as well as to all legal transactions between Eneco and the Customer ('**Parties**'). On formation of the Agreement or by making use of the Products or Services, the Customer agrees to be bound by these General Terms and Conditions.

2.4. Derogations from these General Terms and Conditions are only valid if expressly agreed in writing in the Agreement with reference to the specific article of these General Terms and Conditions from which there is a deviation. In the event of any conflict between the Agreement and these General Terms and Conditions, the Agreement will prevail on the understanding that references to general purchase conditions or other terms and conditions of the Customer will always be disregarded.

2.5. Any amendments to an existing Agreement that are required (i) to enable the assignment to be carried out correctly and/or in full or (ii) because the Customer wishes to make a change will result in Eneco drawing up an adjusted Quotation, which will be submitted to the Customer for

acceptance. The Customer will bear all costs associated with the above.

3. Performance of the Agreement

3.1. Unless this is expressly stated in the Agreement, the Services do not include any preparatory work, which includes ensuring a suitable connection to the electricity grid and a suitable electrical installation that complies with the applicable requirements, laws and regulations. The Customer will, at its own expense and risk, ensure that such preparatory work is completed properly before Eneco commences performance of the Services.

3.2. Eneco is entitled to engage third parties in the performance of the Agreement. Wherever Eneco is referred to in this Agreement, this also includes any third party engaged by Eneco.

3.3. Delivery dates or completion times communicated by Eneco are not strict deadlines. Eneco is authorised to change the delivery dates or completion times (i) if the Quotation or Agreement is amended or Additional Work (as defined in Article 5.3) is required, (ii) in the event of delaying circumstances that are due to acts or omissions on the part of the Customer or are otherwise at the Customer's expense or risk, (iii) in the event of an unforeseen circumstance, the nature of which is such that the Customer cannot expect the Agreement to be maintained without being amended, (iv) if, in Eneco's opinion, weather conditions make it impossible for the Services to be performed or (v) in the event of Force Majeure.

3.4. Eneco will inform the Customer as soon as reasonably possible of any change to a delivery date or extension of the completion time.

4. Products

4.1. The risk of any damage to and/or loss of the Products passes to the Customer on delivery of the Products to the address specified by the Customer.

4.2. Eneco will continue to be the owner of all Products until Eneco has received full payment of the amount of the Agreement of which the Products form part. Eneco reserves the right to invoice all or a portion of the sum owed under the Agreement in advance and to deliver the Products only after full payment of that sum.

4.3. If the Customer refuses to take delivery of Products or is not present at the time of delivery, Eneco will be entitled to store these Products at the Customer's expense and risk. The Customer will be obliged to reimburse Eneco for the reasonable storage costs at Eneco's first request. If Products have not been accepted and/or Services are not used within one (1) month of the first attempt at delivery and/or performance, Eneco will be entitled to terminate the Agreement unilaterally and without judicial intervention being required and recover all proven direct loss and reasonable costs from the Customer.

5. Services and Completion

5.1. If performing installation work is part of the Quotation or the Agreement, Eneco will assess the Site designated by the Customer as the Site where the Products are to be installed ('**Site**') with a view to determining which Services and Products will be required. This installation survey can be performed either on the Site or remotely. If the installation survey is to be performed remotely, the Customer will ensure that Eneco receives all requested information in time and that this information is correct.

5.2. If the Customer does not cancel an installation survey or installation at the Site in time, i.e. at least two (2) working days before the scheduled time or the Customer is not present at the Site at the agreed time, Eneco will be entitled to charge the Customer for the costs associated with the installation survey or installation plus travel expenses.

5.3. All Services and Products that (i) are not, not correctly or not fully included in the Agreement but are, in Eneco's reasonable opinion, necessary for the performance of the Agreement, (ii) are not, not correctly or not fully included in the Agreement because the information provided by the Customer is incorrect and/or incomplete and (iii) are required because the Customer has failed to comply with its obligations under the Agreement and/or these General Terms and Conditions

or has failed to comply with these in full or in time will be at the Customer's expense ('**Additional Work**'). Eneco will inform the Customer of any Additional Work, after which the relevant costs will be invoiced separately.

5.4. Completion of the Products and Services will take place when the statutory inspection of the installation is completed without reservation **('Completion')**. Defects must be reported to Eneco upon Completion and no later than within 14 calendar days of Completion. In the absence of such a report, the Products and Services will be considered to have been accepted. Acceptance of the Products and Services will in any case take place if these are put into use.

5.5. Eneco reserves the right to change the dates on which Services are scheduled to be performed without being liable for compensation for any costs or loss if weather conditions or other circumstances make it impossible for the Services to be performed or to be performed correctly or safely.

6. Cancellation (for Distance Agreements)

6.1. The Customer is entitled to terminate a distance Agreement by sending Eneco a written notice (which includes a notice sent by email), without having to provide reasons (i) with regard to Products within 14 days of receipt of the Products and (ii) with regard to Subscriptions within 14 days of the Agreement being formed.

6.2. If the Customer has already made use of the Services under a Subscription, they will be liable for payment of a proportionate part thereof, i.e. until the moment the Services are blocked or provision is terminated. Any amount to be refunded by Eneco will, after being set off against the abovementioned costs, be refunded to the Customer within 30 days of termination by the Customer.

6.3. If the Customer has already made use of the Products, the Products have been delivered or the Products have been manufactured according to the Customer's specifications, the Customer's right of withdrawal will lapse. If the Products are damaged, the Customer will, when exercising its right of withdrawal, be required to compensate Eneco for the damage.

6.4. The Customer must return any Product they wish to return pursuant to their right of withdrawal in the Product's original condition and packaging, with all included accessories. Returning a Product will be at the Customer's expense. The Customer will receive any amount to be refunded by Eneco within 30 days of Eneco receiving the Product.

7. Customer's Cooperation

7.1. In these General Terms and Conditions, '**Electricity Contractor**' refers to the party that has entered into the contract for the supply of electricity to which the Products are connected. The Customer guarantees that the Electricity Contractor and the owner of the Site have agreed to the delivery of the Products and the performance of the Services (including any Subscriptions included in Article 17 and the articles that follow it) as set out in the Agreement. The Customer also guarantees that Eneco can switch the electrical installation on and off during performance of the Services. Eneco is not liable for any loss resulting from the electrical installation being switched on or off or resulting from the Customer failing to comply with their obligations under Articles 7.2 and 7.4.

7.2. The Customer will ensure that Eneco and the third parties engaged by it can perform their work under the Agreement unhindered and in a safe manner. The Customer will at least give Eneco's personnel timely and full access to the Site. The Customer will ensure that the Site is cordoned off with ample space and is fully accessible to Eneco. The Customer guarantees that the electricity supply is suitable for connection to the Charge Point, has sufficient capacity and functions optimally and that the Site meets the installation requirements that Eneco has communicated to the Customer. The Customer also guarantees that any crawl spaces Eneco needs to access in order to perform the Services are accessible and free of water, gas pipes and power lines.

7.3. The Customer will enter into agreements with the grid operator and a provider to ensure power supply to the Site. Before the Services are performed or the Products are delivered, the Customer will ensure that any required permits, exemptions, orders and permissions are in place. The Customer furthermore guarantees that any required permits, exemptions, orders and permissions will continue to be in place throughout the period of the Agreement.

7.4. If data transmission from the Charge Point requires use of peripheral equipment that belongs to the Customer, the Customer will ensure that the peripheral equipment (such as mobile phones and computers) and connections used are sufficiently protected, including against unauthorised use by third parties and viruses.

7.5. The Customer will inform Eneco customer service of any damage or defects established or irregularities found with regard to a Product within two (2) working days. In the event of dangerous or life-threatening situations, the Customer will contact Eneco customer service without delay.

8. Prices and Payment

8.1. Unless expressly indicated otherwise, prices agreed in the Agreement are inclusive of VAT and exclusive of any other levies, duties or costs. Unless otherwise provided in the Agreement, invoices are sent after Completion and must be paid in full without deduction within 30 days of the invoice date. The day Eneco receives payment will be considered the payment date.

8.2. If the Customer fails to pay an invoice within the payment term or fails to pay it in full, the Customer will—after Eneco has demanded payment and the payment is still not made within 14 days of this demand notice—be in default by operation of law. In such an event, all the Customer's obligations towards Eneco become immediately due and payable. Pursuant to Section 5:240 of the Belgian Civil Code, the Customer will owe statutory interest on the unpaid portion of the invoice from the time the default occurs until the day of full payment. From the time of the default, the Customer will furthermore be liable for any extrajudicial collection costs incurred by Eneco.

8.3. Payments will first be applied against any extrajudicial collection costs owed, then against interest and finally against the outstanding invoice amount.

8.4. Eneco reserves the right to adjust prices in the event of objective circumstances, such as changes in legislation, taxes and levies, inflation or energy rates. If the price of a current Agreement (not being a Subscription) increases by more than 20% compared to the original price, the Customer will be entitled to terminate the Agreement without cost and without being liable to pay any compensation provided that it informs Eneco in writing within one (1) month of being informed of the price change. If this right of termination is not exercised within this term, the price change will be considered to have been accepted.

8.5. The price of the Subscription may be adjusted on an annual basis, based on the Consumer Price Index (CPI) as published by Statbel, using the most recent official index series (reference year 2023 = 100) unless Statbel changes this basis. The adjustment will take place in January of each calendar year on the basis of the index of December of the preceding year.

8.6. If this causes the price to increase by more than 20%, the Customer will be entitled to terminate the Agreement within one (1) month of being informed thereof.

8.7. The driver undertakes to only apply reimbursement rates for home charging sessions that are in line with market conditions.
If the rates applied are not in line with market conditions (i.e. are at least 30% higher than the regional CREG rates for electric charging as published on www.creg.be) or in the event that other circumstances arise the nature of which is such that, according to the standards of reasonableness and fairness, Eneco can no longer be expected to continue performing the Agreement without it being amended, Eneco will be entitled to terminate the Agreement in full or in part or to temporarily or permanently stop providing the charging services.

9. Statutory Guarantee

9.1. Eneco undertakes towards the Customer that, upon delivery, the Products will be in accordance with the Agreement and will comply with the statutory requirements regarding conformity as laid down in the Belgian Code of Economic Law (*Wetboek van Economisch Recht*). For consumer goods, the Customer will have a statutory guarantee of two (2) years from the time of delivery of the Product.

9.2. A lack of conformity will, *inter alia*, be considered to exist if the Product:

- is not in accordance with the agreed description or the agreed type or quality;
- is not suitable for the normal use of similar goods;
- does not have the characteristics the consumer may reasonably expect;
- has been incorrectly installed by Eneco or under Eneco's responsibility;
- does not function as may reasonably be expected.

9.3. The Customer must inform Eneco of the lack of conformity within two (2) months of it being established.

9.4. In the event of a lack of conformity, the Customer will be entitled to free repair or replacement of the Product unless the chosen remedy is not possible or involves excessive costs compared to the other remedy. Repair or replacement is to take place within a reasonable period without causing serious inconvenience to the Customer.

9.5. If repair or replacement is not possible, does not take place within a reasonable period or causes serious nuisance, the Customer will be entitled to a proportionate price reduction or, in the event of serious default, termination of the Agreement in accordance with the statutory provisions.

9.6. The statutory guarantee does not apply to defects that are solely caused by:

- normal wear and tear;
- improper or abnormal use;
- damage caused by an accident or external cause;
- changes made or repairs carried out by the Customer or third parties without Eneco's permission;
- use that is contrary to the user manual or safety regulations.

These exclusions do not prejudice the consumer's rights according to mandatory law.

9.7. With regard to Services and installation works, Eneco will always be liable for correct performance in accordance with high standards and the applicable statutory provisions.

9.8. Any additional commercial guarantees given by Eneco and the manufacturer do not limit or replace the Customer's statutory guarantee.

10. Liability

10.1. Eneco is liable for any loss caused by a failure to comply with its contractual obligations insofar as such loss follows from an attributable failure. Such liability applies without prejudice to the consumer's rights by virtue of the Belgian Code of Economic Law, including the right to compensation in the event of breach of contract.

10.2. Eneco is not liable for any loss that is the result of Force Majeure. 'Force Majeure' must be understood to mean any circumstance that is beyond Eneco's control and prevents it from complying with its obligations, in full or in part, including, without limitation: natural disasters, war, pandemics, strikes or government measures.

10.3. Nothing in this Agreement excludes liability on the part of Eneco in the event of death or physical injury caused by a mistake, deliberate error, gross negligence or breach of an obligation under mandatory law on Eneco's part.

10.4. Except in the circumstances referred to in Article 10.3, Eneco's liability for contractual loss will, in total, be limited to the amount the consumer has actually paid under the relevant Agreement, with a maximum of €10,000 or to the amount paid out under its liability insurance if this is higher. This limitation does not apply to loss arising from non-compliant delivery as referred to in Book VI of

the Belgian Code of Economic Law and does not apply if this is contrary to mandatory law.

10.5. Insofar as this is permitted by law, Eneco is not liable for solely economic consequential loss such as lost profits or turnover unless such loss is the direct and foreseen result of a contractual default and is in line with the normal expectations of the parties at the time of entry into the Agreement. Eneco is not liable for loss or costs arising from, *inter alia*:

10.5.1. incorrect installation or assembly of Products by or on behalf of the Customer, including use of incorrect spare parts;

10.5.2. incorrect performance of Services that are performed by third parties without Eneco's prior approval;

10.5.3. improper or incorrect use of Products or Services, including excess use and use of Products or Services contrary to safety instructions or other instructions, manuals and other applicable regulations;

10.5.4. use of unsuitable, uncertified and/or sub-standard tools (e.g. charging cables and connections) and/or defects in electric vehicles or tools used;

10.5.5. use of Products or Services for unsuitable purposes or in combination with unsuitable electric vehicles;

10.5.6. normal wear and tear, extreme wear and tear of parts and external influences, which include accidents and vandalism or Force Majeure situations;

10.5.7. a failure to comply with preventive maintenance schedules that apply to the Products;

10.5.8. improper ventilation or cooling of the Products, heavy soiling of the Products by dirt or dust or exposure of the Products to high levels of humidity or water above the tolerance level as defined in the specifications;

10.5.9. transport, to the extent such transport is not performed by or on behalf of Eneco;

10.5.10. purely aesthetic defects that do not affect the use of the Products; and

10.5.11. acts or omissions on the part of the Customer or End Users.

10.6. If the functioning of a Product requires use of communication infrastructure or other infrastructure, such as an internet connection or electricity, Eneco cannot guarantee continuous or uninterrupted operation of such infrastructure and Eneco is not liable for any loss resulting from failures in communication of the infrastructure.

10.7. While the information on the website, applications and personal digital environment made available by Eneco has been compiled with care, Eneco is not liable for (i) any incompleteness or inaccuracy of this information and (ii) any non-availability or limited access to or defective operation of the website, applications or digital environment.

11. Force Majeure

11.1. If a failure in the performance of an Agreement cannot be attributed to Eneco pursuant to Section 5.226 of the Belgian Civil Code (hereinafter referred to as '**Force Majeure**'), the period in which Eneco is to comply with its obligations under the Agreement will be extended by the duration of the Force Majeure. If the Force Majeure situation lasts longer than three (3) months, each Party may terminate the Agreement by means of a written notice to the other Party without judicial intervention being required and without being liable to pay compensation.

11.2. Force Majeure must in any case be understood to mean any circumstance beyond Eneco's control, even if it could have been foreseen at the time of entry into the Agreement, which permanently or temporarily prevents Eneco from performing the Agreement. This includes changes in applicable legislation and regulations, government measures, natural disasters, wars, riots, occupations, shortages of or problems with regard to transport or raw/auxiliary materials, strikes, labour shortages, unforeseen supply problems and disruptions to the internet, electricity supply or the sending/receiving of emails, failures or changes, whether or not with regard to third-party support, in technology used by Eneco, changes in any protocol for the use and exchange of data via information and communication technology, as well as Force Majeure situations at suppliers or third parties engaged by Eneco, which include default on the part of or liquidation of or delays with or attachment of assets used by such suppliers or third parties.

11.3. In the event of a Force Majeure situation, Eneco is entitled to invoice the part of the Agreement it has already performed or such part of the Agreement as can be performed (provided that this is actually performed).

12. Termination of an Agreement

12.1. Either Party is entitled to terminate an Agreement with immediate effect by means of a written notice to the other Party (which includes a notice sent by email) without judicial intervention being required and without being liable to pay compensation in connection with the termination, if:

12.1.1. the other Party applies for a moratorium, files for bankruptcy, bankruptcy proceedings are instituted against such other Party, such other Party applies for participation in a debt restructuring scheme or attachment is levied on a significant portion of such Party's assets/possessions.

12.1.2. the other Party fails to comply with an obligation under the Agreement and does not remedy such failure within a reasonable period following a written demand to that effect;

If Eneco terminates the Agreement on any of the above grounds, the sum owed under the Agreement will become immediately due and payable in full.

12.2. If Eneco and the Customer have entered into an Agreement for an indefinite period, which in any case includes the Subscriptions described in Article 17 and the articles that follow it, (i) Eneco will be entitled to terminate this Agreement at all times, subject to a notice period of three (3) months, and (ii) the Customer will, following expiry of the first fixed term of twelve (12) months, be entitled to terminate the Agreement at all times, subject to a notice period of one (1) month, which, for both Eneco and the Customer is without prejudice to the provisions of Article 12.1, without having to provide reasons by means of a written notice to the other Party (which includes a notice sent by email), without judicial intervention being required and without being liable to pay compensation in connection with the termination. Eneco is entitled to terminate such an Agreement for an indefinite period of time with immediate effect in the event that there is a serious reason to do so, such as a change in legislation or regulations as a result of which Eneco cannot or may not perform the Agreement in unamended form.

13. Privacy

13.1. Eneco processes the personal data of Customers as part of its business operations. In this regard, Eneco qualifies as a data controller under the General Data Protection Regulation (GDPR), as Eneco determines the purpose and means of the processing. The Customer understands that Eneco processes the Customer's personal data because this is necessary for the performance of the Agreement. The Customer will report any changes in personal data or other details to Eneco as soon as possible. Eneco's handling of the personal data of Customers is described in Eneco's Privacy Statement, which can be consulted on Eneco's website: (Privacy Policy | Eneco Belgium).

13.2. Eneco may engage the services of third parties in delivering the Products and providing the Services. If a third party qualifies as a data processor under the GDPR, Eneco will ensure that a processing agreement has been entered into with this third party and that this agreement complies with all the requirements imposed by the GDPR.

14. Publicity and Confidentiality

14.1. Products may be supplied and Services may be provided in a style determined by Eneco to make the Products identifiable to any person wishing to charge a vehicle at a Charge Point. Eneco is entitled to place its own, its partners' or third parties' commercial or other communications, including advertising, on the Charge Point. The Parties are entitled to use the Charge Point, the Site and the rates in communications to third parties.

15. Miscellaneous Provisions

15.1. If any provision of these Terms and Conditions is deemed invalid, is nullified or is otherwise found to be unenforceable, the remaining provisions of this Agreement will remain valid and enforceable. The Parties will replace the unenforceable provision with a provision that most closely reflects the intent of the unenforceable provision without the new provision itself being unenforceable under applicable laws and regulations.

15.2. If at any time circumstances change in a manner that could not have been foreseen upon entry into the Agreement, as a result of which Eneco can no longer reasonably be required to perform the Agreement (in unamended form), Eneco is entitled not to perform the Agreement or to perform it in amended form. Eneco will discuss this with the Customer in due time, and the Parties will observe the principle of reasonableness in discussing the matter.

15.3. Eneco is entitled to transfer the rights and obligations under the Agreement to a third party or assign these to a third party in full or in part, in which case Eneco will remain liable towards the Customer for such third party's compliance with the obligations under the Agreement. If and insofar as this is required, the Customer hereby consents in advance to the transfer of its legal relationship with Eneco to a third party. The Customer may not encumber or transfer any rights or obligations under this Agreement to a third party without Eneco's prior written permission. This provision has the effect referred to in Section 5:174(2) of the Belgian Civil Code.

15.4. Eneco is entitled to amend these General Terms and Conditions unilaterally for valid reasons. Amendments will be announced on the website before taking effect. Amendments to the General Terms and Conditions also apply to existing Agreements. If the Customer does not wish to accept a change, the Customer will be entitled to terminate the Agreement within one (1) month of the change coming into effect by means of a written notice to Eneco.

16. Applicable Law and Disputes

16.1. All requests for a Quotation, Quotations, orders, Agreements, these General Terms and Conditions and any resulting legal relationships between the Parties are exclusively governed by Belgian law.

16.2. Any disputes between the Parties that cannot be resolved by mutual agreement are to be submitted exclusively to the competent court in Belgium.

SUBSCRIPTION CONDITIONS

17. Subscription Conditions

17.1. In addition to the General Terms and Conditions, these subscription conditions ('**Subscription Conditions**') apply to the various subscriptions offered by Eneco in respect of Charge Points ('**Subscriptions**'). Capitalised words in these Subscription Conditions have the meaning ascribed to them in the General Terms and Conditions. If any provision of these Subscription Conditions is inconsistent with the provisions of the General Terms and Conditions, the provisions of these Subscription Conditions will prevail.

17.2. The scope and prices for Subscriptions are included in the Agreement and may be adjusted from time to time in accordance with the provisions of Articles 17.5 and **[...]** of the General Terms and Conditions.

17.3. Subscriptions taken out at the time of entry into an Agreement concerning the acquisition of Charge Points commence at the time the Charge Point is put into use. Subscriptions taken out after a Charge Point has been put into use commence when the Subscription is taken out.

17.4. Notwithstanding the provisions of Articles 12 and 18.6, Eneco reserves the right to cancel Subscriptions with immediate effect (and, if applicable, block charge cards with immediate effect) without any notice being required and without Eneco being liable for any loss and/or costs, if:

17.4.1. a direct debit transaction fails multiple times or the Customer regularly fails to comply with their payment obligations on time;
17.4.2. the Customer has caused damage to a Charge Point and refuses to have it repaired;
17.4.3. the Customer has committed fraud.

17.5. Eneco is entitled to unilaterally change the names of various Subscriptions and the content and/or scope of the associated service provision. These Subscription Conditions remain applicable regardless of the name and/or content and/or scope of the service provision.

17.6. The Customer may only claim service in accordance with the Subscription taken out if the Charge Point has continuously been switched on except in the event of failure or maintenance.

17.7. Eneco is not liable for loss or costs caused by Charge Points or other hardware that has not been supplied and installed by or on behalf of Eneco. For such installations, taking out a Maintenance Subscription is not possible.

18. Charging Services Subscription

18.1. The Customer has the option of taking out a Charging Services Subscription with Eneco, which will be explicitly included in the Agreement. A Charging Services Subscription can only be taken out in combination with certain Charge Points Eneco has designated for that purpose, as amended from time to time.

18.2. A Charging Services Subscription will be taken out for a term of twelve (12) months and will subsequently be converted into a Subscription for an indefinite period of time. From the moment the Subscription is converted into a Subscription for an indefinite period of time, the Customer may cancel it at all times, subject to a notice period of one (1) month.

18.3. If this is part of the Agreement, Eneco will take care of remote reading and administrative processing of charging transactions and, where applicable, invoicing thereof to the Customer. If this is part of the Agreement, Eneco will also implement software updates for the Charge Point in accordance with Article 21 and provide the Customer with insight into the charging transactions via a personal digital environment insofar as the Charge Point is equipped with an MID meter.

18.4. If this is part of the Agreement, Eneco will compensate the Electricity Contractor for charging transactions in accordance with the rates and intervals as set out in the Agreement. Where this is explicitly included in the Agreement, the Customer may adjust the rates in the personal digital environment. The fee is inclusive of turnover tax, energy tax and any other taxes, which taxes may, during the term of the Agreement, be adjusted by Eneco in accordance with Article 8.4.

18.5. The Customer will keep the Electricity Contractor informed of the content and term (which includes the expiry) of the Subscriptions. Eneco will not be liable for payments made to the Electricity Contractor after cancellation of the relevant Subscription.

18.6. If this is part of the Agreement, Eneco will provide the Customer with a charge card. The Customer is authorised to provide the charge card to third parties but will continue to be responsible and liable for use of the charge card at all times. The electronic data processed on the charge card is the property of Eneco. The Customer will inform Eneco immediately if a charge card is lost, misused or damaged, after which Eneco will block the charge card. The Customer will be responsible and liable for any transactions involving the charge card that take place until all operators have blocked the charge card in their systems. After the charge card is blocked, the Customer can request a replacement charge card in return for payment of the postage involved. If a charge card is used to charge at a Charge Point not operated by Eneco, the Customer understands that the General Terms and Conditions of the Charge Point operator will apply between that operator and the Customer.

18.7. The provisions of Article 18.2 do not apply to charge cards. A Subscription concerning charge cards will from the commencement date be valid for an indefinite period of time and may be cancelled by the Customer at all times, subject to a notice period of one (1) month.

18.8. If a charge card is used to perform charging transactions at rates that differ markedly from the current market prices and/or there are justified suspicions of fraud, Eneco will be entitled to cancel the Subscription with regard to the charge card with immediate effect and charge the relevant

charge transactions on a one-to-one basis without being liable to pay compensation.

19. Maintenance Subscription

19.1. The Customer has the option of taking out a Maintenance Subscription with Eneco, which will be explicitly included in the Agreement. A Maintenance Subscription cannot be taken out without having taken out a Charging Services Subscription as well. If a Charging Services Subscription in respect of a Charge Point ends, the Maintenance Subscription in respect of the same Charge Point also ends by operation of law.

19.2. A Maintenance Subscription always ends by operation of law (i) five (5) years after the Charge Point was put into use or (ii) when the Charge Point supplier ceases to support the Charge Point if this is earlier.

19.3. Pursuant to a Maintenance Subscription, Eneco will provide, at no additional cost, (i) phone support, (ii) email support and (iii) online support to attempt to remedy a defect in a Charge Point. If a defect cannot be solved remotely, Eneco will endeavour to solve the defect at the Site insofar as the Site is located in Belgium. Eneco can in principle be contacted to report malfunctions twenty-four (24) hours a day on the telephone number +32 (0)15 40 41 54.

19.4. Under a Maintenance Subscription, Eneco is not obliged, to perform work in respect of a defect resulting from one of the circumstances as set out in Article 0. If Eneco does carry out such work, the Customer will be charged for the costs involved.

19.5. If preventive maintenance is part of the Agreement, such preventive maintenance will be performed at a frequency as laid down in the Agreement. The Charge Point will be read out remotely and any discrepancies will be identified. These discrepancies will be addressed during the preventive maintenance at the Site. The performance of preventive maintenance does not guarantee that corrective maintenance will not be required.

19.6. Eneco is to be granted access to the Site at all times in order to carry out any corrective or preventive maintenance work. If Eneco is not granted access, all costs incurred will be charged to the Customer. In addition, Eneco will be entitled to suspend compliance with its obligations under a Subscription with regard to both corrective and preventive maintenance work for as long as it does not have access to the Site. In such an event, the Customer will still be obliged to pay the Subscription Fee.

20. Services Provided without a Maintenance Subscription

20.1. If the Customer has not taken out a Maintenance Subscription with Eneco, the Customer may, in the event of a defect to the Charge Point, contact Eneco's customer service to have the defect remedied.

20.2. If Eneco establishes that the defect was caused by a failure on the part of Eneco to provide the Services correctly within the guarantee period for Services as set out in Article 9.1, Eneco will endeavour to remedy the defect at its own expense.

20.3. If Eneco establishes that the defect was not caused by a failure on the part of Eneco to provide the Services correctly or that the defect occurred outside the guarantee period for Services as included in Article 9.1, Eneco will endeavour to remedy the defect at the Customer's expense and risk.

21. Software Updates/Upgrades

21.1. For the purposes of this article, the following terms have the following meanings:

21.1.1. '**Update**': a modification of or an addition to the software that does not materially alter the software and its functionalities; and

21.1.2. '**Upgrade**': an improvement of the software by the addition of a functionality.

21.2. Eneco is entitled to perform Product Updates where necessary. Updates are performed at no cost and may be installed on the Products by Eneco, remotely or otherwise, if the Customer has taken out one or more Subscriptions, or Eneco may request that the Customer perform Updates themselves, for which the Customer will receive further instructions from Eneco.

21.3. The Customer may purchase any Upgrades at an additional cost to be agreed upon. Eneco cannot guarantee that Upgrades are compatible with older versions of the Products (*i.e. no backward compatibility*).

22. Customer's Cooperation

In addition to the provisions of the General Terms and Conditions regarding the Customer's cooperation in the performance of the Services, the Customer will ensure that a correct and continuously functioning data communication network with a signal strength of at least -75 dBm is present at the Site for the correct performance of the Subscriptions. Any loss suffered by Eneco due to a faulty data communication network or the absence of a data communication network will be at the Customer's expense. Eneco will not be liable towards the Customer in respect thereof. If the above requirements are not met, it will not be possible for the Customer to take out a Maintenance Subscription.