

GENERAL TERMS AND CONDITIONS OF SALE (BUSINESS)

1) General Terms and Conditions and Interpretation

- 1.1. These are the General Terms and Conditions of Sale for Business ('**General Terms and Conditions**') used 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, 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, the preventive and corrective maintenance of such Products, the making available of a subscription with an associated charge card, applications and interventions for the benefit of the use of the Products and the registration, settlement and reimbursement of electricity consumption ('**Services**').
- 1.2. General and/or special purchase conditions, conditions of sale or other terms and conditions of the Customer will under no circumstances apply even if Eneco does not expressly contradict these, subject to Eneco expressly accepting them in writing.
- 1.3. The below provisions 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.
- 1.4. Any situation that arises between the Parties that is not provided for in these General Terms and Conditions must be assessed in the spirit of these General Terms and Conditions.
- 1.5. 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.

2) Offer and Formation of the Agreement

- 2.1. At the request of a person, organisation or company that purchases or considers purchasing a Product, Service or solution from Eneco ('**Customer**'), Eneco can submit a proposal ('**Quotation**') listing the Products and/or Services the Customer wishes to receive from Eneco, which may or may not be for the benefit of third parties, including employees, customers or other third parties with whom the Products will be installed ('**Users**'), and the corresponding prices. An agreement will be formed ('**Agreement**') at the moment the Customer accepts the Quotation. If the Quotation contains an error and the Customer knew or should reasonably have understood this to be the case or the Customer accepts the Quotation after its term of validity has expired, no Agreement will be formed.
- 2.2. The period of validity of the Quotation will be determined in the Quotation. If this is not stated in the Quotation, the Quotation will be valid for three (3) months. 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 in the Netherlands, Belgium and/or Luxembourg. 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, 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 they are expressly agreed upon in writing in the Agreement. In the event of any conflict between the Agreement and these General Terms and Conditions, the Agreement will prevail.
- 2.5. Any amendments to an existing Agreement that (i) in Eneco's opinion are required to make it possible for the assignment to be carried out correctly and/or in full or (ii) take place 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.

3) Performance of the Agreement

- 3.1. Eneco will make every effort to perform the Agreement, which constitutes an obligation of means, to the best of its abilities and knowledge in accordance with high standards.
- 3.2. Eneco provides its Services within the limits of the information provided by the Customer. The Customer undertakes to provide Eneco with any required and relevant information in due time. Eneco is not required to verify and is not liable for the content, correctness and completeness of the details the Customer has provided.
- 3.3. Unless this is expressly stated in the Agreement, the Services do not include any preparatory work, such as, without limitation, 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. If such preparatory work is to take place on the premises of a third-party User, the Customer must ensure that this is performed and completed correctly.
- 3.4. 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.
- 3.5. The delivery dates and completion times as indicated by Eneco are approximate only, are based on the working conditions at the time of entry into the Agreement and are subject to timely delivery of the materials, works and services Eneco has ordered. In the event of delays arising from changes in the above-mentioned working conditions, acts or omissions on the part of the Customer itself, late delivery of materials that were ordered in time, unforeseen circumstances that hinder timely performance or delivery, Force Majeure or delays with third parties that are involved in the performance of the Agreement, the delivery periods will be extended for as long as is reasonable without this resulting in Eneco being liable to pay the Customer any compensation. Eneco undertakes to make every effort to comply with the indicated delivery dates and completion times.
- 3.6. Eneco will inform the Customer as soon as reasonably possible of any changes to a delivery date or extension of completion time.

4) Delivery and Performance

- 4.1. If performing installation work is part of the Quotation or an 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.
- 4.2. If the Customer does not cancel an installation survey at the Site in time or the Customer is not present at the Site at the agreed time, the Customer will be required to compensate Eneco for the full cost of the installation survey plus travel expenses.

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, (iv) are ordered by the Customer after commencement of the performance of the Agreement and are therefore not included in the Agreement will be at the Customer's expense ('**Additional Work**'). Eneco will inform the Customer of any Additional Work before it is carried out, stating the expected cost price, after which the relevant costs will be invoiced separately. If the Additional Work concerns urgent safety measures, no agreement from the Customer will be required.

- 4.3. Without prejudice to any other rights vested in it, the Customer will authorise Eneco to, in the event that the Customer fails to comply with its payment obligations or fails to comply with these in time, disassemble and take back the movable property supplied by Eneco while retaining the right to compensation of any loss it suffers as a result without judicial intervention being required, though only after sending the Customer a written notice of default in which the Customer is given a reasonable period in which to remedy the situation.
- 4.4. 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 storage costs at Eneco's first request. If Products have not been taken delivery of by the Customer 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 and recover all loss and costs from the Customer.
- Eneco reserves the right to change the dates on which Products are scheduled to be delivered or Services scheduled to be performed without being liable for any costs or loss if weather conditions or other unforeseen circumstances make it impossible for the Services to be performed or be performed correctly or safely.

5) Completion and Acceptance

- 5.1. Completion of the Products and Services will take place when the statutory inspection of the installation is completed without reservation.
- 5.2. The Customer is expressly forbidden from putting the Charge Point into use before the statutory inspection has taken place. Putting the Charge Point into use before the inspection will constitute a tacit acceptance of the Services provided and Products delivered and will cause any right to rely on defects to lapse.
- 5.3. If, due to an act or omission on the part of the Customer, the Charge Point cannot be inspected within four (4) weeks of the inspection body contacting the Customer to make an inspection appointment, Eneco will not be liable for any rejection of the Charge Point.
- 5.4. Defects must be reported to Eneco within 14 calendar days of the Completion in writing and with substantiation. Hidden defects must be reported to Eneco within 14 calendar days of being discovered. In the absence of such a report, the Products and Services will be considered to have been definitively and correctly accepted and the Customer will no longer be able to rely on a defect in the Products or Services except on the basis of Article 10.
- 5.5. Even if these are not put into use or there has been no statutory inspection, the Products and Services will be considered to have been accepted after the period referred to in Article 5.3 has expired.

6) Transfer of the Risk and Ownership

- 6.1. The risk of any damage to and/or loss of Products passes to the Customer on delivery of the Products to the Site as agreed by the Parties before delivery. Eneco retains the ownership right of all Products until Eneco has received full payment of the amount of the Agreement of which the Products and Services form part, including any interests and costs.

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 provision of the Services at the Site (including any Subscriptions) as described in the Agreement and undertake to submit the written permission of the Electricity Contractor and/or the owner of the Site to Eneco at Eneco's first request. The Customer will in any case continue to be fully liable towards Eneco.
- 7.2. The Customer guarantees that Eneco will be able to perform its work under the Agreement unhindered and in a safe manner. The Customer will at a minimum provide 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.
- 7.3. 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 furthermore guarantees that any crawl spaces Eneco needs to enter in order to perform the Services are accessible and free of water, gas pipes and power lines. The Customer will ensure that Eneco can switch the electrical installation on and off during performance of the Services. Eneco is not liable for any loss that arises as a result of such switching on and off of the electrical installation or as a result of a failure on the part of the Customer to comply with the obligations and guarantees referred to in this article.
- 7.4. If parking signs and/or lines and/or signage are to be placed, the work site and the adjacent parking spaces must be fully available to Eneco in due time. The Customer will furthermore ensure that the parking spaces are swept clean and are free of sand, moss and weeds. Waiting times or additional activities that are due to a failure to comply with the above-mentioned obligations will qualify as Additional Work.
- 7.5. The Customer guarantees that it has 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 term of the Agreement.
- 7.6. 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 viruses and unauthorised use by third parties, and that they can function correctly.
- 7.7. The Customer will inform Eneco customer service of any damage, defects or irregularities identified 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.
- 7.8. If the User has the option of determining the reimbursement rate for its home charging sessions itself, the Customer must ensure and point out to the User that it will only apply rates 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, in the event of non-compliance, be entitled to terminate the Agreement in full or in part or temporarily or permanently stop providing the charging services to the User.

8) Prices, Payment and Price Revision

- 8.1. Prices agreed in the Agreement are exclusive of VAT and any other levies, duties or costs. Unless otherwise agreed in the Agreement, invoices will be sent after Completion and must be paid in full without deduction within 30 days of receipt. The day Eneco receives payment will be considered the payment date.
- 8.2. 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.
- 8.3. If the Customer fails to pay an invoice or fails to pay it in full within the payment term, the Customer will be in default by operation of law without any prior notice of default being required. In such an event, all the Customer's obligations towards Eneco become immediately due and payable. Pursuant to the Law of 2 August 2002 on combating late payment in commercial transactions, 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 owe a fixed-rate compensation of 15% of the outstanding invoice amount with a minimum of €250.00.
- 8.4. Payments will first be applied against any extrajudicial recovery costs owed, then against interest and finally against the outstanding invoice amounts.
- 8.5. The Customer is not permitted to deduct amounts from the invoice amount, set off the invoice amount against counterclaims against Eneco or suspend its payment obligations.
- 8.6. If the Parties have not agreed on a price revision formula, Eneco will adjust the prices and rates on an annual basis if objective and external factors affect the cost price factors of the Agreement, even if this is due to foreseeable circumstances. Cost price factors include, *inter alia*, wage cost increases arising from changes in collective bargaining agreements or statutory indexations, price increases of raw materials or other materials, changes in transport costs and changes in taxes, levies or regulations that affect the cost price of the performances directly.
In addition, Eneco will be entitled to change the agreed prices and rates in the interim period in the event of an extraordinary increase in the costs of more than 20%.
The annual price adjustments will be communicated to the Customer no later than on 15 December of any calendar year and will take effect on 1 January of the following calendar year. Interim price increases will be communicated to the Customer in writing with reference to objective evidence, such as index figures, supplier invoices or government regulations. Interim price increases will take effect from the first day of the calendar month following written notice to the Customer.
The new prices will only apply to orders that are placed after the notice of the price change.
If a price increase amounts to more than 20% of the original price, the Customer will be entitled to terminate the Agreement without cost within 30 days of the notice.

9) Electronic Invoicing via Peppol

- 9.1. The Customer acknowledges that, as of 1 January 2026, all VAT-registered companies in Belgium are legally required to issue and receive invoices for business-to-business transactions (B2B) in a structured electronic format in accordance with the Peppol standard (Peppol-BIS) via the Peppol network.
- 9.2. Eneco will send its invoices via Peppol. The Customer undertakes to take the required technical measures (such as a valid Peppol endpoint or an invoicing system that supports the Peppol standard) and correctly provide the required identification details (VAT number, company number, etc.) and its Peppol ID.
- 9.3. Electronic invoices that are sent via Peppol have the same legal validity and evidentiary value as paper invoices or PDF invoices.
- 9.4. The obligation does not apply to invoices issued to private individuals (B2C) or customers that are fully exempt from paying VAT in accordance with Section 44 of the Belgian VAT Code.

- 9.5. If the Customer fails to meet the necessary technical or administrative requirements for correct Peppol invoicing, Eneco reserves the right to:
- a) charge administrative costs for manual processing;
 - b) charge any fines or tax consequences to the Customer.

10) General Guarantees

- 10.1. For a period of one (1) year after delivery of the Products, Eneco will endeavour to repair any defects in the materials and manufacturing defects in the Products within a reasonable period at no cost or, if (in Eneco's reasonable opinion) repair is not possible, replace the Product with an identical or similar Product insofar as this is available. For a period of six (6) months after performance of the Services, Eneco will endeavour to re-perform any Services that it demonstrably performed incorrectly or repair any defects in the materials of and manufacturing defects in the Products at no cost and within a reasonable period of time.
- 10.2. The Customer's right pursuant to Article 10.1 will in any case lapse if (i) the Customer fails to inform Eneco of the defect in writing within 14 days of discovery of the defect, with such written notice containing as many details of the defect as possible, or if (ii) the Customer proceeds to disassemble, repair, alter or perform other work on the Products without Eneco's prior written permission.
- 10.3. The guarantee does not in any case cover defects that are entirely or partly due to: a) a failure to comply with operating instructions or maintenance instructions or unforeseen or incorrect use; b) normal wear and tear and external factors such as, *inter alia*, accidents and vandalism; c) assembly, installation or repair by the Customer or third parties; d) parts supplied to Eneco by a third party insofar as such third party provides no guarantee to Eneco or the guarantee provided by such third party has lapsed; e) connection of the Products delivered to an electricity grid that does not comply with the applicable laws and regulations; f) use of unsuitable and/or contaminated types of oil/lubricants, dirt in the Product or use in an aggressive or otherwise unsuitable environment; g) use of unsuitable, uncertified and/or sub-standard charging cables, connections and other tools; h) defects in electric vehicles or tools used; i) Force Majeure; j) incorrect ventilation or cooling of the Products, heavy soiling of the Products or exposure of the Products to high levels of humidity or water; k) transport not arranged by Eneco; l) purely aesthetic defects that do not affect use of the Products; m) in general, acts or omissions on the part of the Customer or Users.
- 10.4. The guarantee provided by Eneco on Products that are supplied to Eneco by third parties does not exceed the guarantee provided to Eneco by the relevant third-party supplier.
- 10.5. Notwithstanding the repair, the original term of the guarantee will continue to apply to repaired goods, and the Customer will not be entitled to rely on an extended guarantee.

11) Liability and Indemnification

- 11.1. Eneco is only liable for direct loss arising from an attributable failure on Eneco's part to comply with its obligations under an Agreement. The limitations in Article 11.2 through 11.7 apply unless the loss was caused by intent or a gross negligence on the part of Eneco or in the event of personal injury or death.
- 11.2. Eneco's total liability under or in relation to an Agreement is limited to the amount actually paid by the Customer under that Agreement excluding VAT (but in no case exceeding €10,000) or to the amount actually paid out under an insurance policy. Eneco's total annual liability is limited to an amount of €50,000 or the amount actually paid out under an insurance policy.
- 11.3. Eneco is not liable for indirect loss, financial loss, consequential loss, lost profit, lost income, loss of use, lost savings, lost contracts, loss of goodwill, corruption of software, loss of data, loss due to business interruption, loss arising from claims from third parties (including Users) and loss associated with the use of items, materials, software or third-party services prescribed by the Customer.

- 11.4. The limitation of liability as referred to in this article also applies to loss caused by third parties that are engaged by Eneco in the performance of the Agreement.
- 11.5. The Customer indemnifies Eneco against third-party claims (including from Users) with regard to Products delivered and Services provided unless these are shown to be the direct result of an error or negligence on the part of Eneco.
- 11.6. Eneco is not liable for loss or costs arising from, among other things:
- 1) incorrect installation or assembly of Products by or on behalf of the Customer, including use of incorrect spare parts;
 - 2) incorrect performance of Services that are performed by third parties without Eneco's prior approval;
 - 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;
 - 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;
 - 5) use of Products or Services for unsuitable purposes or in combination with unsuitable electric vehicles;
 - 6) normal wear and tear, extreme wear and tear of parts and external influences, which includes accidents and vandalism or Force Majeure situations;
 - 7) a failure to comply with preventive maintenance schedules that apply for the Products;
 - 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;
 - 9) transport, to the extent such transport is not performed by or on behalf of Eneco;
 - 10) purely aesthetic defects that do not affect the use of the Products;
 - 11) acts or omissions on the part of the Customer or Users;
 - 12) cybercrime, cyberattacks and/or cyberterrorism (including, without limitation, malware, SQL injection, phishing, DDoS attacks, Man-in-the-Middle attacks and vandalism) unless it is demonstrated that Eneco has committed gross negligence or acted intentionally.
- 11.7. 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.
- 11.8. Eneco is not liable for (i) any incompleteness or inaccuracy of the information on the website, applications and digital environment and (ii) any non-availability thereof or any limited access to or defective operation thereof.

12) Force Majeure and Unforeseen Circumstances

- 12.1. Force Majeure (hereinafter referred to as '**Force Majeure**') must in any case be understood to mean any circumstance that is beyond Eneco's control, even if it could have been foreseen at the time of entry into the Agreement, and permanently or temporarily prevents Eneco from complying with or makes it impossible for Eneco to comply with its obligations under the Agreement, including, without limitation, changes in applicable legislation and regulations, government measures, natural disasters, wars and civil wars, riots, epidemics, occupations, transport shortages or shortages of raw and auxiliary materials, strikes, labour shortages, unforeseen supply problems, internet failures, power outages or disruptions in the sending/receiving of emails, as well as other major failures affecting suppliers or third parties engaged by Eneco.

- 12.2. If, pursuant to Section 5.226 of the Belgian Civil Code, a failure to comply with the obligations under an Agreement cannot be attributed to Eneco, 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.
- 12.3. 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 it is actually performed), which invoice the other Party will be obliged to pay.
- 12.4. In the event that, after formation of this Agreement, circumstances arise that could not reasonably have been foreseen at the time of entry into the Agreement, that are beyond the reasonable control of a Party and that seriously hinder compliance with its obligations or make compliance with its obligations unreasonably onerous, the relevant Party will immediately inform the other Party thereof in writing. The Parties undertake to negotiate on an equitable amendment of the contractual provisions involved in order to restore the contractual balance within a reasonable period and in good faith. During these negotiations, the unaffected obligations will continue to be complied with to the extent reasonably possible. If the Parties fail to reach agreement within thirty (30) calendar days of the notice, each of the Parties will be entitled to request that the competent court amend the Agreement or terminate it in full or in part, from a date to be determined by the court in accordance with applicable law.
- 12.5. Unforeseen circumstances include, without limitation: exceptional increases in energy costs, the costs of raw materials, transport costs or wage costs, serious disruptions in the supply chain, prolonged scarcity of essential components, changes in laws or regulations, sanction measures or significant restrictions of networks and infrastructure.
- 12.6. Force majeure or unforeseen circumstances cannot under any circumstances be relied upon to be released from any payment obligation.

13) Termination of the Agreement and Security

- 13.1. Either Party is entitled to terminate an Agreement with immediate effect by means of a written notice to the other Party without judicial intervention being required and without liability to pay compensation in connection with the termination, if:
 - 1) the Customer is put into liquidation, reaches a court-approved settlement, is granted a suspension of payments, discontinues its business operations or is liquidated or there is a full or partial transfer of the Customer's business operations or a change in the Customer's shareholding;
 - 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;
 - 3) there is serious doubt as to whether the other Party is or will be able to comply with its obligations under this Agreement;
 - 4) there is serious cause to do so, such as a change in laws or regulations as a result of which Eneco cannot or may not continue performance of the Agreement in an unmodified form.
- 13.2. If the Agreement between Eneco and the Customer has been entered into for an indefinite period of time, the Parties will, without prejudice to the provisions of Article 13.1, be entitled to terminate the Agreement at any time, without having to provide reasons, by sending the other Party a written notice, subject to a notice period of at least three (3) months, without judicial intervention being required and without liability to pay compensation.
- 13.3. If there are good grounds to fear that the Customer will be unable or unwilling to comply with its contractual obligations towards Eneco, as well as in the event of full or partial transfer of the business, Eneco will be entitled to require appropriate security from the Customer for compliance with the Customer's obligations (whether or not these are due and payable) and, while awaiting

the provision of such security, suspend performance of the Agreement until such security has been provided. If security is not provided within a reasonable period to be set by Eneco, Eneco will be entitled to terminate the Agreement in full or in part without judicial intervention being required. Eneco has these rights in addition to its other rights pursuant to the law, the Agreement and these Conditions.

14) Privacy

- 14.1. Eneco processes the personal data of Customers and Users as part of its business operations. In this regard, Eneco qualifies as a data controller within the meaning of the General Data Protection Regulation ('**GDPR**'). The Customer guarantees that, if the Customer provides Eneco with Users' personal data, such data is processed lawfully. 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 and Users is described in Eneco's Privacy Statement, which can be consulted on Eneco's website ([Privacy Policy | Eneco Belgium](#)). The Customer will inform Users of this Privacy Statement.
- 14.2. 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 this agreement complies with all the requirements imposed by the GDPR.

15) Publicity and Confidentiality

- 15.1. 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. Subject to the provisions of Article 15.2, the Parties are entitled to use the Charge Point, the Site and the rates in their communications to third parties.
- 15.2. Each Party shall keep strictly confidential any information it receives from the other Party which it knows or reasonably ought to know to be confidential. The existence of the Agreement and its contents also qualify as confidential information. The Parties will refrain from sharing such information with third parties except with the written consent of the other Party. The obligation to maintain confidentiality with respect to confidential information does not lapse upon termination of the Agreement.

16) General Subscription Conditions

16.1. Definitions and Scope of Application

16.1.1. Definitions

Subscription: the subscription Eneco offers to the Customer, which is linked to a Charge Point or Charge Card. The associated services are set out in the Service Level Agreement.

In all other respects, the definitions set out in the General Terms and Conditions (for Business) apply to the general subscription conditions and have the meaning as stipulated therein.

16.1.2. Scope of application

When purchasing a Charge Point, the Customer is obliged to take out a subscription with Eneco unless otherwise agreed.

16.2. Subscription Conditions

16.2.1. In addition to the General Terms and Conditions, these subscription conditions ('**Subscription Conditions**') apply to 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 General Subscription

Conditions will prevail.

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

16.2.3. The prices of the Subscriptions are set out in the Agreement and may be adjusted annually on the basis of the consumer price index as published by the FPS Economy, SMEs, Self-Employed and Energy, using the most recent official index series (reference year 2023 = 100) unless this basis is amended. The adjustment will take place in January of each calendar year on the basis of the index of December of the preceding year.

16.2.4. The Customer's electricity provider will charge the Customer directly for the costs of the energy consumption involved in charging at a private Charge Point. Eneco will determine the costs of using a public Charge Point and invoice the Customer for this use. Therefore, these costs are not included in the subscription price.

16.2.5. Notwithstanding the provisions of Article 13 of the General Terms and Conditions, Eneco reserves the right to cancel Subscriptions with immediate effect (and, where applicable, block charge cards with immediate effect) without Eneco being liable for any loss and/or costs, if:

- a direct debit transaction cannot be completed or the Customer fails to comply with its payment obligations in time after being sent a notice of default;
- the Customer has intentionally caused damage to a Charge Point;
- the Customer is put into liquidation, reaches a court-approved settlement, is granted a suspension of payments, discontinues its business operations or is liquidated or there is a full or partial transfer of the Customer's business operations or a change in the Customer's shareholding;
- there are serious and well-founded doubts that the Customer will comply with its contractual obligations;
- other circumstances, including, without limitation, abuse of trust and fraud.

16.2.6. 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. If Eneco wishes to change the contents of and/or the scope of the service provision associated with a current Agreement, it will inform the Customer thereof in writing. The Customer will be entitled to cancel the Subscription within 14 days of being informed of this change without having to observe a notice period or being liable to pay compensation.

16.2.7. The Customer may only claim services if (i) the Subscription has been correctly paid for from the time it was taken out and (ii) the Charge Point was not switched off at any time except in the event of failure or during maintenance.

16.2.8. Eneco is not liable for loss or costs caused by a Charge Point or other hardware that has not been supplied and installed by or on behalf of Eneco. For such installations, the possibility of taking out a Maintenance Subscription can only be determined in consultation with the Customer, with the final decision being taken by Eneco.

16.3. Charging Services Subscription

16.3.1. 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.

16.3.2. 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, after which the Parties may cancel it, in writing, at all times, subject to a notice period of at least one (1) calendar month, which starts on the first day of the calendar month after Eneco receives the written notice.

16.3.3. If this is part of the Agreement, Eneco will be responsible for reading out charging transactions

remotely, their administrative processing and, where applicable, invoicing the Customer for such transactions. If this is part of the Agreement, Eneco will also implement software updates for the Charge Point in accordance with Article 6 of these General Subscription Conditions and provide the Customer with insight into the charging transactions via a personal digital environment.

16.3.4. 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 expressly included in the Agreement, the Customer may adjust the rates in the personal digital environment. 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 Subscription.

16.3.5. 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 should 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 acknowledges that the General Terms and Conditions (including applicable charging rates) of the Charge Point operator will apply between that operator and the Customer.

16.4. Maintenance Subscription

16.4.1. The Customer has the option of taking out a Maintenance Subscription with Eneco, which will be expressly included in the Agreement. Such a Subscription can only be taken out in combination with a Charging Services Subscription. If a Charging Services Subscription attached to a Charge Point ends, the Maintenance Subscription will end by operation of law.

16.4.2. A Maintenance Subscription always ends automatically (i) five (5) years after the Charge Point is put into use or (ii) when the Charge Point supplier ceases to support the Charge Point if this is earlier.

16.4.3. 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 on the Site insofar as the Site is located in the Netherlands, Belgium or Luxembourg. Eneco can in principle be contacted twenty-four (24) hours a day to report malfunctions on the telephone number +31 (0)88-2022811 (Netherlands) or +32 (0)15-404154 (Belgium).

16.4.4. Under a Maintenance Subscription, Eneco is not obliged to remedy a defect resulting from one of the circumstances as set out in Article 10.3 and 11.6 of the General Terms and Conditions. If Eneco does carry out such work, the Customer will be charged for the costs involved. In order to contest this, the Customer will have to demonstrate that the defect is not due to one of the excluded causes as referred to in Article 10.3 and 11.6.

16.4.5. If maintenance is part of the Agreement, preventive maintenance will be performed as often as required or at the agreed frequency. The Charge Point will be read out remotely and any discrepancies will be identified. The performance of preventive maintenance does not guarantee that corrective maintenance will not be required.

16.4.6. Eneco must be granted access to the Site in order to carry out any corrective and/or preventive maintenance at all times. If Eneco is not granted access, all costs incurred will be charged to the Customer. If Eneco is unable to perform preventive maintenance due to Eneco's inability to access the Site, any rights of the Customer under a guarantee will lapse. 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.

16.5. Services Provided Without a Subscription

16.5.1. 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.

16.5.2. 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 10.1 of the General Terms and Conditions, Eneco will endeavour to remedy the defect at its own expense.

16.5.3. 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, Eneco will endeavour to remedy the defect at the Customer's expense and risk.

16.6. Software Updates/Upgrades

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

- **'Update'**: a modification of or an addition to the software that does not materially alter the software and its functionalities; and
- **'Upgrade'**: an improvement of the software by the addition of a functionality.

16.6.2. 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 itself, for which the Customer will receive further instructions from Eneco.

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

16.7. Customer's Cooperation

16.7.1. Without prejudice to Article 7 of the General Terms and Conditions, the Customer will, for the benefit of the correct performance of the Subscriptions, ensure that a correct and continuously functioning data communication network with a signal strength of at least -75 dBm is present at the Site. 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.

16.7.2. The Customer guarantees that all the information the Customer provides to Eneco is correct, complete and accurate. This means, for example, that when taking out a Subscription, the Customer will provide their personal data, such as name, bank account number, VAT number, credit card details, invoice address and email address, and this information will be up-to-date, complete and correct. The Customer is obliged to report any changes in these details to Eneco immediately. Until such a change is communicated, Eneco may assume the details to be correct.

17) Miscellaneous Provisions

17.1. If any provision of these General 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.

17.2. 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. If and insofar as this is required, the Customer hereby consents in advance to the transfer of its contractual 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.

17.3. Eneco is entitled to amend these General Terms and Conditions unilaterally. Amendments will be

announced on the website before taking effect and communicated to the Customer in writing. Amendments of the General Terms and Conditions also apply to existing Agreements. If the Customer does not wish to accept a change, it will be entitled to terminate the Agreement within one (1) month of the change coming into effect by written notice to Eneco.

18) Applicable Law and Disputes

- 18.1. All requests for a Quotation, Quotations, orders, Agreements, these General Terms and Conditions, the General Subscription Conditions and any resulting legal relationships between the Parties are exclusively governed by Belgian law.
- 18.2. Any disputes between the Parties that cannot be resolved by mutual agreement shall be submitted exclusively to the competent courts of the district of Antwerp (Mechelen Division), Belgium.