

General conditions for the Supply of electricity and/or gas between "ELINDUS" and "SMEs" and/or "industrial customers" whether or not with a battery system VIA PARTNER COMPANIES and/or with Elion control

GCS ENG_B2B_PARTNER_VERSION 1.7.0. dd. 01st April 2024

ARTICLE 1: SUPPLY AGREEMENT
<p>1.1. These general terms and conditions (hereinafter 'General Terms and Conditions') apply to the customers of Elindus N.V., with its registered office at 8790 Waregem, Meersstraat 13 box 2.1, registered with the KBO under number 0844.206.143 (RPR Ghent, Kortrijk division) (hereinafter 'Elindus') who purchase energy for professional or business purposes. Elindus holds a license to supply electricity and gas.</p> <p>1.2. The Customer acknowledges that the contractual relationship with Elindus, as well as all commercial offers made by Elindus, in addition to the regulatory and legal provisions, such as the Technical Regulations, is governed solely by these General Terms and Conditions and the special conditions included in the Supply Agreement (as further defined below), to the exclusion of all other conditions. In case of contradiction, the Special Terms shall prevail over the General Terms.</p> <p>1.3. Elindus is entitled to amend these General Conditions at any time. These modifications shall enter into force 30 calendar days (for Connection Points located in the Flemish Region and in the Brussels-Capital Region) or 60 days (for Connection Points located in the Walloon Region) after the day on which they are communicated to the Customer, unless otherwise stated. Notification is made via invoice, correspondence, email or via the website klant.elindus.be.</p> <p>1.4. Changes to prices and/or changes which reduce the Customer's rights or impose more obligations will always be communicated personally. These changes shall enter into force within the period stated in the notification and shall be presumed to have been received by the Customer on the third day after their dispatch if the notification was made by letter, or on the day of dispatch if the notification was made by e-mail.</p> <p>1.5. Customers who do not agree to the new conditions and/or prices must notify Elindus by correspondence or email, within 14 calendar days from the date of notification. The Customer who refuses to agree to the new conditions within the stipulated period shall remain bound by the existing Supply Agreement with the previous version of the General Conditions until the end of the contractual commitments. The Customer who refuses to agree to the new prices within the stipulated period may terminate the Supply Agreement in accordance with the provisions of Article 3.2.4 of these General Terms and Conditions and subject to payment of a termination fee in accordance with Article 3.2.5. In the event of silence, the Customer is presumed to have accepted the proposed increase and/or changes.</p> <p>1.6. If a change results from a change in the applicable legislation or regulation (regulations, decisions of the Grid Operator or regulatory authorities), Elindus shall reasonably implement them in the General Terms and Conditions, and they shall apply without prejudice even in the event of the Customer's refusal of the new General Terms and Conditions.</p>
ARTICLE 2: DEFINITIONS
<p>To the extent not explicitly deviated from in these General Conditions, the terms used in this Supply Agreement shall have the same meaning as the terms used in applicable legislation, regulations, or market rules, including e.g. the Technical Regulations or the Utility Market Implementation Guide:</p> <p>Connection: <i>all equipment necessary to connect the Customer's Installations to the Grid, including the Metering Equipment.</i></p> <p>Connection Contract: <i>the contract concluded between a Grid User and its Grid Operator defining the mutual rights and obligations in respect of a given Connection (EAN) including relevant technical specifications for Energy Supply.</i></p> <p>Connection Point (EAN): <i>the physical place where the Connection is connected to the Grid, and which separates the (Transmission) Grid from the Installations whose shutdown only affects the Grid User connected to that point. The Connection Point(s) shall be mentioned in the Supply Agreement by means of a unique EAN code.</i></p> <p><i>a) offtake point: Connection point at which the direction of electricity or gas is taken from the Grid.</i></p> <p><i>(b) injection point: Connection point at which the direction of electricity or gas is injected into the Grid.</i></p>

AMR: 'automatic meter reading device', i.e. automatically read meter. This is always a quarter-hourly read meter.

Battery: for the purposes of this Supply Agreement, Battery refers to an electrical energy storage system, capable of charging and discharging, supplied and installed by a Partner Company and, where applicable, equipped with an active control protocol accepted by Elindus, whether or not called Elion.

Limited Marketing Injection (BVI): applies when there is only one (1) Connection Point (EAN) for both offtake and injection where such offtake and injection is measured and billed separately.

Capacity Tariff: The capacity tariff is not an additional tariff, but a new calculation applied from January 1, 2023, for the calculation of part of the Net Tariffs by the Grid Operator. These are the costs you pay for the construction and maintenance of the electricity grid. The capacity tariff calculation differs if you have an analog or digital meter.

Click contract: Supply agreement for the Supply of electricity and/or gas under which the Customer decides to click part of his flexible price for all or part of his contracted consumption at one or more of his Connection Points (EAN 's).

Off-peak hours: the silent hours set by the relevant Connection Point Operator (EAN).

Digital Customer Area: the individual web-portal that may be made available to the Customer by Elindus, where the Customer can log in and consult his personal data and invoices and monitor his consumption.

Distribution: the transmission of electricity along high, medium and low voltage distribution networks with a view to Supply to Customers, not including the Supply itself. For gas the transmission along high, medium and low pressure pipelines for the purpose of Delivery to Customers, not including the Delivery itself.

Distribution Network: any electricity network operating at a voltage equal to or lower than 70 kilovolts, for the transport of electricity to Customers at regional or local level. For gas any medium and low pressure network for transporting gas to Customers at regional and local level;

Distribution System Operator: a natural person or legal entity designated by the competent regional authority responsible for the operation, maintenance and, if necessary, development of the Distribution System in a given zone. Also the owner of the Metering Equipment(s).

Elion control signal: only if the Customer has an Elion control module (hardware and software): it advises the Battery and/or other controllable devices as much as possible in order to optimize the moment of consumption and/or injection of electricity.

Energy Sharing: energy sharing allows you to share self-generated energy (e.g. through your solar panels) directly within a group (members or partners of an energy community, or residents of an apartment building or multifunctional building) or with yourself (other company site). For Energy Sharing you receive no compensation. Energy Sharing is only possible in the Flemish Region and on condition that you have a digital counter and that you register with Fluvius via My Fluvius. (more info: <https://www.vreg.be/nl/energie-delen-en-verkopen>).

EOD: stands for energy takeover document and concerns an agreement on the meter reading of electricity and/or gas in case of relocation, (re)purchase/(re)lease of a building, divorce, death, This document, which can generally be found on the VREG website and that of the system operators, must be completed in the event of a move by the departing and taking-over party.

EOC: (end of contract): represents the command sent by Elindus in case the Customer decides to change supplier. In the case of AMR/MMR meters, this is the procedure imposed by the market in case of a move. With an EOC, the supplier change happens between 21 days (in case of YMR and SMR) and 28 days (in case of AMR/MMR) in the future.

Balance Contribution: the Balance Contribution refers to a cost incurred as a result of the deviation of the expected quantity of electricity to be supplied (between Elindus and the Customer) from the electricity actually consumed and measured.

Balance Responsible Party: any natural person or legal entity, registered in the register of Access Responsible Parties, responsible for the balance of transmission and Supply of electricity on a quarterly basis and/or gas on an hourly basis between one or more Connection Points (EANs) and this for all of its designated Connection Points (EANs). These forecasts or nominations are communicated to the Grid Operator, who therefore knows the expected load on the Grid.

ILC (initiate leaving customer): stands for the command sent by Elindus/the procedure followed by Elindus in case a Customer notifies Elindus of its move through an EOD. This procedure aims to prevent the Customer from continuing to pay for the consumption at the old address if the transferee or his supplier fails to take the necessary action. In the case of an ILC, the Supplier can go back a maximum of 30 days.

Installation: the set of pipes and fittings, switchgear and distribution devices, electrical appliances, transformers and motors connected or not connected for the use and/or generation of electricity and/or gas within the connection address, counting from the Metering Equipment or a place of off-take and/or injection to be equated with it by the Grid Operator and the Customer.

Annual Volume (annual contract volume): the volume in kWh or MWh or GWh as stated on the Supply Agreement per Connection Point (EAN), that the Customer takes off and/or injects or expects to take off and/or inject in a period of a calendar year (or period of 365 days).

Customer: any natural or legal person with whom Elindus concludes a Supply Agreement in a business context and excluding domestic customers:

a/ industrial Customer: Supply Agreement concluded before 01/09/2021: any Customer with an annual volume of offtake of more than 50 MWh of electricity or more than 100 MWh of gas, for the whole, per Customer, of its Connection Points (EANs). Supply Agreement concluded, amended, or renewed after 01/09/2021: any Customer with an annual volume of offtake of more than 100 MWh of electricity or more than 100 MWh of gas, for the whole, per Customer, of its Connection Points (EANs). The allocation of the industrial Customer classification is done separately per market type of energy and direction of Supply where injection point(s) are always classified as industrial Customer.

(b) SME : Supply Agreement concluded before 01/09/2021: any Customer with an annual volume of offtake of less than 50 MWh of electricity and less than 100 MWh of gas, for the whole, per Customer, of its Connection Points (EANs). Supply Contract concluded, amended, or renewed after 01/09/2021: any Customer with an annual volume of offtake of less than 100 MWh of electricity or less than 100 MWh of gas, for the whole, per Customer, of its Connection Points (EANs). The allocation of the SME classification is done separately per market type of energy and direction of Supply whereby injection point(s) do not qualify as SME.

Quality: the set of the characteristics of electricity and/or gas that can have an impact on the connection installations, Installations of one or more grid users and/or the Grid and which include, among other things, the continuity of the voltage and the electrical characteristics of the voltage and current (frequency, amplitude, waveform, symmetry), as well as the caloric upper and lower values for the gas supplied.

Quarterly power: the average power delivered (taken-off or injected) over a quarter-hour period, expressed in kilowatts (kW) or megawatts (MW) in the case of active power, in kilovar(kVAr) or megavar (MVar) in the case of reactive power.

Supply: the provision on the Transmission and Distribution Grid via the Connection Point(s) (EANs) of the quantity of electricity and/or gas agreed between Elindus and the Customer, both in the direction of off-take (consumption) and injection (production), excluding transmission, transport or distribution.

Low Voltage Customer: a Customer requiring a maximum electrical voltage of up to 1000 volts on AC voltage and up to 1500 volts on DC voltage. The Low Voltage Customer's Metering Equipment may be YMR, SMR1/3, MMR or AMR.

Supply Agreement: the entire written agreement concluded between the Parties concerning the Supply of electricity and/or gas; being the Special Conditions, the General Conditions and any written amendments or supplements thereto as agreed between the Parties.

Monthly Volume Weighting Individual (MVWI): based on the metering data received by the Distribution Network Operator from the relevant Connection Point (EAN), the delivered (offtake and/or injection) volume of each month is weighted separately in relation to the delivered volume over a period of 12 (24 or 36) months or settled pro rata according to delivered volume of 12 months.

Monthly Volume Weighting General (MVWA): a volume characterized by a period of several months can be weighted (distributed) to a monthly volume using standard volume factors, according to Table 1. For each market type (electricity/gas) and direction (offtake/injection) of Supply, a set of weighting factors has been established. If the total volume to be weighted does not cover 12 months, the volume factors to be used should be calibrated so that their sum equals 100%.

Month	Volume factor (%) Supply - Offtake gas	Volume factor (%) Supply - Injection electricity	Volume factor (%) Supply - Offtake electricity
January	17,7%	1,9%	11,5%
February	15,2%	4,1%	9,8%
March	12,9%	8,6%	9,6%
April	7,3%	12,0%	7,7%
May	3,9%	14,3%	7,0%
June	2,0%	14,3%	6,4%
July	1,6%	13,4%	6,5%
August	1,7%	12,2%	6,6%
September	2,8%	9,2%	6,6%
Oktober	6,8%	5,4%	8,0%
November	11,9%	2,9%	9,3%
December	16,2%	1,5%	11,0%

Table 1 – Monthly volume weighting general (MVWA)

Metering Equipment: any equipment for carrying out the measurements to enable the Grid Operator to perform its tasks, such as counters, metering devices, metering transformers or associated telecommunications equipment. Where by counts we mean the recording at a given time of a physical quantity with a Measuring Equipment.

MMR (monthly meter reading): non-quarterly read meters where meter reading is generally done monthly by the Grid Operator.

Net tariffs: the transmission and distribution costs of the Grid Operator approved by the (competent) regulator and charged through the energy suppliers.

Grid: refers to the Distribution Grid or the Transmission Grid or, where applicable, both.

Grid Operator: may refer to the Distribution Grid Operator or the Transmission Grid Operator or both.

Party or Parties: customer(s) of Elindus, Elindus or both.

Parent Guarantee: a guarantee by a creditworthy company, whether affiliated or unaffiliated with the Customer in favor of Elindus for all outstanding debts of the Customer.

Partner Company: any company with which Elindus may cooperate and with which the Customer has entered into a separate agreement to supply certain products or services, e.g., a Controlled Battery. The delivery of and liability with respect to the products and/or services of a Partner Company shall be governed solely by the agreement between Customer and Partner Company. Elindus is not a party to this and does not assume any liability in this regard.

Person-to-person sales: in certain cases, you can also sell or give away self-generated energy (for example through your solar panels or wind farm(s)) directly to one or more other buyer(s) free of charge. This can be done through (multiple) person-to-person sales or through sales by an association of co-owners (VME) in an apartment building or multifunctional building. Only possible in the Flemish Region if you have a digital meter and if you register yourself and the customers with Fluvius via My Fluvius (more info: <https://www.vreg.be/nl/energie-delen-en-verkopen>).

Peak hours: the normal hours as determined by the respective Grid Operator of the Connection Point (EAN).

SMR1: digital meter that does not send your consumption per quarter hour but depending on the setting by the Grid Operator per month or per year. Elindus can adjust this setting at the request of the Customer.

SMR3(M): digital meter that transmits your consumption per quarter hour to the Grid Operator and where your monthly actual consumption can be charged.

Service component: the service component determines the way the Supply is determined by the Grid Operator.

Transmission grid: the national interconnected extra high voltage and high voltage electricity grid with a voltage higher than 70 kilovolts as regards electricity, and the high-pressure transmission grid as regards gas.

Transmission System Operator: the operator of the transmission system for electricity (Elia) and/or gas (Fluxys), to which the Connection Point (EAN) is connected.

UMIG: Utility Market Implementation Guide, a manual describing how suppliers and TSOs communicate with each other in messaging.

Business Day: any day of the week, excluding Saturday, Sunday and legal holidays.

YMR: (yearly meter reading): non-digital, non-quarter-read meter where the meter readings are generally transmitted by the Customer to the Grid Operator once a year or recorded by the Grid Operator.

Pure Marketing Injection (ZVI): when a Grid User with a Connection Point (EAN) with limited marketing injection chooses a different energy supplier for its offtake than for its injection. If pure marketing injection cannot be billed, the grid user automatically falls back on the safety net of the responsible Distribution Grid Operator(s).

ARTICLE 3: FORMATION, DURATION AND TERMINATION OF THE SUPPLY AGREEMENT

3.1. Formation

3.1.1. The Supply Agreement comes into effect, within the specified validity period of the proposal, on the day on which the Supply Agreement is signed by the Customer and Elindus, subject to the condition precedent of acceptance of the Supply Agreement by Elindus.

3.1.2. In the case of distance selling, the Supply Agreement comes into effect on the day Elindus confirms the Supply Agreement.

3.1.3. Also, in the case of sale through a commercial agent, the Supply Agreement comes into effect on the day Elindus sends confirmation of the Supply Agreement to the Customer.

3.1.4. Supply Agreements can never be concluded retroactively or take effect retroactively, including Supply Agreements involving injection.

3.1.5. Oral promises or agreements by or with representatives of Elindus, shall not bind Elindus unless Elindus has ratified such promises or agreements in writing.

3.1.6. Elindus shall refuse the Customer if it fails to identify itself in a manner specified by Elindus and/or fails to provide other information necessary for Elindus to evaluate the application.

3.1.7. Elindus reserves the right to accept or reject the Supply Agreement.

3.1.8. Elindus may refuse the Supply Agreement with the Customer, or suspend or terminate the Supply Agreement already entered into:

- If the requirements placed on the Customer by Elindus, including requested securities, are not accepted or fulfilled; or
- If the Customer fails, after investigation and in Elindus' opinion, to adequately demonstrate its creditworthiness; or
- Elindus has not received the Supply Agreement signed by Customer within the validity period of the offer; or
- Customer refuses to pay past due and/or outstanding invoices within the requested and reasonable regularization period(s).

Elindus shall notify the Customer within 30 calendar days from receipt of the Supply Agreement.

3.2 Duration and termination of the Supply Agreement.

3.2.1. The Supply Agreement is entered into for a fixed term, as further stipulated in the Special Conditions.

3.2.2. Subject to exceptions, the Supply Agreement shall commence on the start date of Supply at 0H00 for electricity supplies and 6H00 for gas supplies, as stipulated in the Special Conditions. Exceptions refer, inter alia, to a late Connection or late registration of Elindus as a supplier for the Connection Point (EAN) in the Grid Operator's access register or a force majeure situation; a negligence by the Distribution Grid Operator, a scenario of move-in (or move-out) to a new/sealed Connection with effective date earlier than the contract date, or any other process provided for in the Utility Market Implementation Guide (UMIG) with an effective date different from the contract date.

3.2.3. The fixed term Supply Agreement shall terminate on the end date provided for in the Special Terms, or upon expiry of the contractual term, subject to exceptions. Partial or interim termination of the Supply Agreement is not possible, except for the SME Customer. Industrial Customer(s) are thus not eligible for partial or interim termination. Elindus shall use all reasonable means to transmit a new offer to the Customer at the latest 2 months before the end of the contractual term. The Customer is free to accept or refuse this offer. In case of refusal, the Supply shall, subject to exceptions such as the absence of a subsequent take-over of the Supply by another supplier, come to an end on the end date provided for in the special conditions. In case of a refused offer, the Customer is responsible for the appointment of another supplier and a correct takeover. If, exceptionally or due to failed but reasonable attempts by Elindus to provide the Customer with an extension offer, the Supply should continue beyond the contractual end date provided for, Elindus shall be entitled to apply a new price from the provided end date, namely, a standby tariff based on an EPEX SPOT BE-day ahead tariff for the Supply of electricity, a standby tariff based on a TTF Dam tariff for the Supply of gas, increased by a surcharge, and this for as long as Elindus remains registered as a supplier in the records of the Network Operator, or until the effective date of a new Supply Agreement with Elindus. The surcharge shall be reasonably determined by Elindus depending on market conditions and according to the Customer's consumption profile, or as provided for in the Special Terms and Conditions. As the case may be, all the original contractual conditions, with the exception of the price components (non-exhaustive list: price formula, grid losses, imbalance costs) shall continue to apply for as long as Elindus remains registered as a supplier in the Grid Operator's registers, or until the effective date of a new Supply Agreement with Elindus. If applicable, beyond a 30-day period for switching reasons, no further notice period shall apply. In article 7.9 the formula for the price calculation can be found.

3.2.4. These provisions are without prejudice to the statutory provisions for SMEs. If the Customer meets these conditions, the Supply Agreement may be terminated at any time free of charge, subject to three weeks' notice. This notice period shall begin on the day of notification of termination to Elindus. A switch notification also counts as valid notice, provided the correct notice periods are observed. The termination will only be effective if the Connection Point (EAN) is supplied with electricity and/or gas by another Supply Agreement or is disconnected and if Elindus is no longer registered as a supplier with the Grid Operator. Otherwise, the Supply Agreement will continue according to the contractual provisions of article 3.2.3 of these General Conditions.

3.2.5. If the Customer prematurely terminates the Supply Agreement to the exclusion of SMEs, the Customer shall owe Elindus a termination fee, even if such early termination is the result of a price adjustment proposed by Elindus that the Customer does not wish to accept. This termination compensation consists of lost revenue and any minus values on the one hand and administrative costs on the other.

(a) for Supply based entirely or partially on fixed prices in €/MWh: the compensation for lost revenue for the entirely or partially fixed parts is equal to the remaining contract value of the energy volumes not delivered but contracted due to early termination.

The remaining contract value is calculated using the following formula:

$[(\text{contracted but undelivered energy volumes weighted per month}^*, \text{ expressed in MWh}) \times (\text{price difference}^*, \text{ expressed in €/MWh, where the price difference is minimum 5€/MWh in absolute value})]$

(b) for executed click volumes at fixed prices in €/MW: the compensation for lost revenue for the fully or partially fixed parts is equal to the remaining contract value of the click volumes not settled due to early termination.

The remaining contract value is calculated using the following formula:

$[(\text{contracted, but not settled energy volumes per month, expressed in MWh}) \times (\text{price difference}^*, \text{ expressed in €/MWh, where the price difference is at least 5€/MWh in absolute value})]$

(c) in case of delivery based entirely or partially on variable or spot prices: the compensation for lost revenues for the entire or partial variable parts of the energy volumes not delivered, but contracted, is calculated with the following formula:

$[(\text{contracted but undelivered energy volumes weighted per month}^*, \text{ expressed in MWh}) \times (\text{the absolute value of the contractual surcharge in €/MWh (with a minimum of 5 €/MWh) + 4 €/MWh lost revenue})]$.

Price difference* in case of offtake: the difference between the contract price (in the absence of a contract price, the current market value or the average market price of the period supplied plus 25% applies) and the baseload price (ENDEX) applicable at that time (effective date loss message obtained via UMIG) for relevant (calendar) month.

Price difference* in case of injection: the difference between the baseload price (ENDEX) applicable at that time (effective date of loss notification obtained via UMIG) for the respective (calendar) month and the contract price (in the absence of a contract price, the current market value or the average market price of the delivered period, reduced by 25%).

Non-delivered energy volumes weighted per month*: the energy volumes are weighted using the volume factors determined according to the principle of 'MVWA', or where Elindus has the right but not the obligation to use the volume factors determined according to the principle of 'MVWI'. In the absence of a contracted volume, the volume for the non-executed period will be calculated pro rata, and according to one of the above volume weightings based on the effectively measured consumption during the supplied period.

The above provisions shall in no event lead to a negative compensation, whereby Elindus would be obliged to compensate the Customer for its premature termination. Elindus always reserves the right to claim higher compensation upon proof of the actual damage suffered by it. In addition, the amount for compensation of administrative costs incurred by Elindus as a result of the premature termination will also be charged, with a minimum of EUR 375.00 per Connection Point (EAN).

3.2.6. The Supply Agreement shall terminate automatically if the supply license granted to Elindus for supply in the region where the Connection Point (EAN) is located is revoked, resulting in no electricity and/or gas being able to be supplied between the Customer and Elindus. Elindus shall not be liable to the Customer for any compensation if the reason for the revocation of the supply license is not attributable to any serious breach by Elindus or is due to force majeure.

3.2.7. Any change in the trade name and/or corporate structure of Elindus shall not entitle the Customer to terminate the Supply Agreement prematurely.

3.2.8. Termination or expiration of the Supply Agreement does not release the Customer from its obligations arising from the Supply Agreement, including payment of advance and final invoices for supplied energy.

ARTICLE 4: AUTHORIZATION FOR ELINDUS TO BE ABLE TO SUPPLY

4.1. The Customer authorizes Elindus to act on its behalf and at its expense to perform all necessary actions with the Network Operator to effectuate a supplier switch, to request its (historical) metering data and EAN number, or to access the Network.

4.2. If the Customer has a supply agreement with another supplier, the Customer authorizes Elindus to request the duration and termination modalities of its current supply agreement for the supply of electricity and/or gas from its current supplier, and to terminate this agreement subject to compliance with the contractual notice period. However, the Customer remains responsible for correctly and timely terminating its current supply agreement for the Supply of electricity and/or gas from its current supplier. The risks and consequences arising from this termination are borne by the Customer. Supply commences at the time Elindus is registered with the Network Operator as the supplier for the relevant Connection Point (EAN).

ARTICLE 5: SCOPE OF SUPPLY

5.1. Elindus shall make available to the Customer and/or withdraw in case of injection, as applicable, a quantity of electricity and/or gas for the supply period according to a predetermined quantity of electricity and/or gas agreed upon in the Supply Agreement: the Contracted Annual Volume. In the absence of a Contracted Annual Volume, an estimate shall be made based on historically relevant data provided by the Network Operator.

5.2. In addition to the Contracted Annual Volume, Elindus shall provide the Customer with as much additional electricity and/or gas as the Customer requires or withdraw in case of injection, as applicable. Under the Supply Agreement, Elindus shall not supply or withdraw more electricity and/or gas per year to/from the Customer than the quantity corresponding to an excess of 20% of the Contracted Annual Volume. If the actual consumed/withdrawn quantity of electricity and/or gas exceeds the excess threshold, reconciliation shall take place in accordance with Article 7.8.1.

5.3. In addition to the Contracted Annual Volume, Elindus shall provide the Customer with lesser electricity and/or gas as the Customer requires or withdraw in case of injection, as applicable. Under the Supply Agreement, Elindus shall not supply or withdraw less electricity and/or gas per year to/from the Customer than the quantity corresponding to a shortfall of 20% of the Contracted Annual Volume. If the actual consumed quantity of electricity and/or gas is lower than the shortfall threshold, reconciliation shall take place in accordance with Article 7.8.1.

5.4. The provisions under Articles 5.2. and 5.3. apply only to Supply Agreements with fully or partially fixed prices. In any other case, reconciliation shall occur through the variable price component of the Supply Agreement.

ARTICLE 6: OBLIGATIONS OF THE PARTIES

Obligations of Elindus

6.1. Elindus shall supply electricity and/or gas to the Customer at the Connection Point (EAN) in accordance with the Special Terms and Conditions.

6.2. The Quality and continuity of the supply of electricity/gas are the exclusive responsibility and task of the Network Operator. It is not within Elindus' power to ensure this Quality and continuity of the Supply of electricity/gas.

6.3. The calculation and/or allocation of any benefits/amounts by a Partner Company of Elindus in the context of the use/control of the Customer's Battery is the exclusive responsibility of the relevant Partner Company. Elindus assumes no and has no responsibility regarding the use/maintenance/operation/guarantee/control of the Battery or other services and products provided by Partner Companies, nor any extra-contractual liability. For Customers with Elion Control, reference is made to Article 16 of these General Terms and Conditions.

Obligations of the Customer

6.4. The Customer declares that for the entire duration of the Supply Agreement, it has an Installation capable of consuming/injecting electricity and/or gas and complying with all legal and regulatory provisions.

6.5. The Customer undertakes to cooperate with Elindus in the execution of the Supply Agreement. The Customer is obliged to fully and promptly inform Elindus of all incidents and changes in circumstances that are relevant to the proper execution of the Supply Agreement, including but not limited to:

1. Substantial deviations in the Supply as reasonably expected by Elindus and foreseen by the Customer.
2. All relevant data regarding (un)planned interruptions due to work or other (un)planned deviations in business operations and volume profile of the Supply.
3. All information useful for the application of laws and regulations regarding the Supply of energy.
4. All relevant data regarding the Connections, such as EAN number, start and end dates.
5. Address, billing address, name changes, email address changes, changes in corporate structure, mergers, acquisitions, or splits.
6. Change of bank account number.
7. Information regarding substantial deterioration of the financial position of the Customer during the duration of the Supply Agreement.

6.6. The Customer is not entitled to resell or pass on any Supply to a third party.

6.7. The Customer shall not undertake any actions or cause actions to be taken that would prevent the extent of the Supply from being determined accurately.

6.8. The Customer shall, at their own expense and risk, ensure that the Metering Equipment and metering are provided by the Network Operator.

6.9. The Customer is responsible for ensuring that its Installation is correctly connected to the Grid at the time of Supply.

6.10. The Customer shall ensure that it has entered into and maintain, for its own account, all necessary agreements with the Network Operator throughout the term of the Supply Agreement.

6.11. The Customer is responsible for ensuring that the Supply Agreement can commence at the agreed-upon date at the Connection Point (EAN) and indemnifies Elindus against any claims from the previous supplier or any delays in this regard.

6.12. The Customer undertakes to only consume electricity and/or gas from and/or inject it into Elindus at the designated Connection Points (EANs) specified in the Supply Agreement.

6.13. This Supply Agreement exclusively concerns the Supply of electricity and/or gas for professional purposes. The Customer acknowledges that any private or residential consumption and/or production is not permitted and falls outside the terms of this Supply Agreement.

ARTICLE 7: PRICES

7.1. The Customer pays to/receives from Elindus a price in respect of the delivered quantity of electricity and/or gas as agreed upon in the specific conditions of the Supply Agreement. Unless otherwise agreed, the natural network losses upon electricity consumption (up to the first transformation station), as well as the imbalance costs upon consumption and injection of electricity and/or gas, as well as the transport costs upon consumption and injection of electricity/gas, are not included in this price.

The network losses are only included in this price if mentioned in the Special Conditions and whereby: if the Transmission System Operator and/or regulatory authority changes the calculation methodology of the network losses and/or the parameters underlying the calculation methodology in any way, and/or if the occurring network losses per individual Connection Point (EAN) exceed seventy eurocents/MWh, Elindus is entitled to pass on the resulting additional costs arising from electricity consumption regarding network losses to the Customer.

The imbalance costs regarding balance responsibility are only included in this price if mentioned in the Special Conditions and whereby: if the imbalance regime and the occurring volume (load) profile deviate as upon acceptance of the Supply Agreement, and/or if the Transmission System Operator and/or a regulatory authority changes the imbalance regime and/or the associated calculation methodology of the imbalance prices and/or the parameters underlying the calculation methodology in any way, and/or if the occurring imbalance cost of the Connection Point (EAN) exceeds two €/MWh for electricity and/or one €/MWh for gas, Elindus is entitled to pass

on the resulting additional costs per type of energy and direction of Supply using a balance contribution to the Customer.

The actual and final imbalance costs are only definitively known by Elindus two (2) months after the relevant consumption month.

The transport costs of gas are only included in this price if mentioned in the Special Conditions and whereby: if the Transmission System Operator and/or a regulatory authority changes the transport cost regime and/or the associated calculation methodology of the transport costs and/or the parameters underlying the calculation methodology in any way, Elindus is entitled to pass on the resulting additional costs to the Customer.

Price changes due to the above reasons do not entitle the Customer to terminate the Supply Agreement prematurely.

7.2. The price for the Supply of electricity and/or gas is determined by Elindus in the Special Conditions of the Supply Agreement and may change during its term if, independently of its will, one or more of the elements listed below change:

A deviation between on the one hand actual and on the other hand by the Customer stated and mentioned in the Supply Agreement:

- annual volume (consumption and/or injection), whether or not on (quarter)hourly basis; and/or
- usage time; and/or
- peak power of the Customer; and/or

a fundamental change of:

- the Customer's Connection, and/or
- the master data of the Connection Point (EAN), and/or
- the volume (load) profile, and/or
- the average monthly spot price, namely when the average monthly spot price is more than fifty percent higher on consumption, and/or more than fifty percent lower on injection, compared to the agreed fixed pricing. If no price or formula has been determined contractually for the single register, the daily register will be applied. If no exclusive night price or formula has been determined, this will be applied from the night register. The subscription fee is in euros per Connection Point (EAN) and per started contract year.

7.3. The energy price does not include and without this enumeration being considered as limited: all surcharges, rates and costs determined by the Network Operator, the regulatory authority or by the responsible government. These will be passed on to the Customer by Elindus, who will inform the Customer periodically of the changes, without Elindus being obliged to notify these changes in advance, and whereby the Customer has no right to terminate the Supply Agreement prematurely.

Under surcharges is understood all existing and future taxes, surcharges, levies, operating costs of regulatory authorities, rates, fees, royalties, energy taxes, contributions, obligations, charges, and value added tax.

Under Network Rates is understood the rates for the use of the Transmission, transport and Distribution Networks and the supporting services, as well as the periodic rates for the Connection to, access to or use of the Networks.

7.4. Elindus is entitled to pass on these changes, including retroactive changes, pro rata to the Customer, even if the Supply Agreement has already been terminated and/or Elindus has already drawn up a settlement for the relevant period, and whereby Elindus also has the right to pass on any increase in its cost structure as a result of decisions by a government, the regulatory authority or Network Operator to the Customer. These changes are also not connected to prior notification and do not give the Customer, if applicable, the right to terminate the Supply Agreement prematurely.

7.5. In the context of legal obligations, Elindus is required to certify a part of the Supply of electricity with green electricity and/or combined heat and power and/or similar certificates. The costs for these certificates are not included in the energy price.

7.6. The costs for the connection or disconnection of the Connection Point (EAN) are not included in the price. These costs are charged by the Network Operator and, if applicable, passed on to the Customer. Without this enumeration being considered as limited: the rental fees, fees for additional network services, fees regarding reactive energies and/or any other costs imposed by the Network Operator or a competent authority are automatically passed on to the Customer.

7.7. The Customer, who acts as a producer in case of Supplies in the transport network, gives Elindus permission to pass on to the Customer the rates imposed by the Network Operator for the use of the Network, both regarding consumption and injection of both electricity and/or gas.

7.8. In (partially) fixed price formulas, there are two categories: Either the fixed price is granted to a certain percentage of the delivered volume (consumption/injection) or the fixed price is settled at a certain click volume executed in megawatts. Clicks can only be executed with prior approval from Elindus. The decision to fix prices (clicks) and/or convert fixed prices to variable prices (declicks) is the full responsibility of the Customer.

7.8.1 In case of (partially) fixed price formulas or prices based on the unit €/MWh, the contract price for each contracted Connection Point (EAN) is separately valid for a delivered annual volume (consumption and/or injection) within 80% (lower limit) and 120% (upper limit) of the total contracted volume stipulated for each Connection Point (EAN) individually unless otherwise specified within the Special contract Conditions. If the delivered annual volume exceeds the upper limit of the Contracted Annual Volume, Elindus shall be obligated to purchase the difference (excess consumed or injected quantity, 'upper limit volume') between the Contracted Annual Volume and the actual consumption in the case of consumption, or to sell in the case of injection. In such case, a compensation shall be due from the Customer calculated as follows:

(a) In case of consumption (use) with upper limit volume: The compensation shall be calculated using the following formula:

$$[(\text{upper limit volume weighted per month}^*, \text{ expressed in MWh}) \times (\text{the difference between the applicable average EPEX SPOT BE for electricity or TTF Dam for gas for the respective (calendar) month and the contract price, expressed in €/MWh; whereby the price result per month is a minimum of 5 €/MWh})].$$

(b) In case of injection (production) with upper limit volume: The compensation shall be calculated using the following formula:

$$[(\text{upper limit volume weighted per month}^*, \text{ expressed in MWh}) \times (\text{the difference between the contract price and the applicable average EPEX SPOT BE for electricity or TTF Dam for gas for the respective (calendar) month, expressed in €/MWh; whereby the price result per month is a minimum of 5 €/MWh})].$$

If the delivered annual volume falls below the lower limit of the Contracted Annual Volume, Elindus shall be obligated to resell the difference (non-consumed quantity, 'lower limit volume') between the annual Contracted Volume and the actual consumption, or to purchase in case of injection. In such case, a compensation shall be due from the Customer calculated as follows:

(c) In case of consumption (use) with lower limit volume: The compensation shall be calculated using the following formula:

$$[(\text{lower limit volume weighted per month}^*, \text{ expressed in MWh}) \times (\text{the difference between the contract price and the applicable average EPEX SPOT BE for electricity or TTF Dam for gas for the respective (calendar) month, expressed in €/MWh; whereby the price result per month is a minimum of 5 €/MWh})].$$

(d) In case of injection (production) with lower limit volume: The compensation shall be calculated using the following formula:

[(lower limit volume weighted per month*, expressed in MWh) x (the difference between the applicable average EPEX SPOT BE for electricity or TTF Dam for gas for the respective (calendar) month and the contract price, expressed in €/MWh; whereby the price result per month is a minimum of 5 €/MWh)].

Volume weighted per month*: the above upper and/or lower limit volumes are weighted using the volume factors determined according to the 'MVWA' principle or whereby Elindus has the right but not the obligation to use the volume factors determined according to the 'MVWI' principle. The above provisions shall under no circumstances lead to a negative compensation, whereby Elindus would be obligated to pay compensation to the contractor due to its volume deviation from the upper and/or lower limits.

7.9. The Supply of energy commences per contracted Connection Point (EAN) as of the individual start delivery date specified in the special terms and conditions. The fixed-term contract automatically terminates on the individual end delivery date, subject to exceptions. In such cases, for Supplies beyond the contractual duration, a new contract price will be applied, determined according to the following formula:

Electricity consumption: Price = Volume (per Connection Point (EAN)) outside contract duration x (1.25 x EPEX SPOT BE hourly price + 2cEUR/kWh)

Electricity injection: Price = Volume (per Connection Point (EAN)) outside contract duration x (0.9 x EPEX SPOT BE hourly price - 2cEUR/kWh)

Gas consumption: Price = Volume (per Connection Point (EAN)) outside contract duration x (1.25 x TTF Dam + 1cEUR/kWh)

This contract price excludes balancing costs for electricity and gas, excludes transport costs for gas, as well as network losses for electricity consumption, and excludes the capacity fee, excess fee, maximum fee imposed by the Network Operator.

This new price applies as long as Elindus is designated as the Supplier for the contractual Connection Points (EANs) in the registers of the Network Operator, or until the commencement of a new supply agreement with Elindus.

7.10. If during the term of the Supply Agreement, the effective measured Profile Values would appear to significantly deviate from the historically relevant Profile Values used in establishing the prices in this Supply Agreement, Elindus is free to determine a new price and corresponding advance payment amount. Elindus must be able to justify this, and the price adjustment may never exceed the actual change in cost price. If necessary, Elindus is entitled to retrospectively rectify this new price on the settlement(s) back in time or to charge it as an additional cost as far as necessary.

7.11. If during the term of this Supply Agreement the measurement frequency for one or more of the Connection Points (EANs) of the Customer changes, Elindus has the right to increase the contract price by 1c€/kWh for consumption or decrease for injection for the total (estimated) delivered volume from the change in the measurement frequency, until the end delivery date.

7.12. The Customer undertakes not to exceed the maximum contracted connection capacity with its Network Operator. If the measurement data provided by the Network Operator shows that the actual peak power of a particular month exceeds the maximum contracted power, then Elindus has the right to increase the contract price by 1c€/kWh for the total volume of each relevant calendar month. Furthermore, Elindus may, without compensation, terminate the Supply Agreement with immediate effect.

7.13. The Customer confirms that the supply of electricity and/or gas occurs within a purely professional context.

7.14. If in Supply Agreements for consumption with variable or semi-variable energy formulas based on spot products or derivatives thereof, excluding overdue contracts, negative price quotations occur, these will also be considered.

7.15. Compensation Principle (net metering): Connection points (EANs) operating under the compensation principle are charged an additional contribution due to the service cost, difference in load profile, and market value of the quantity of compensated (consumed and injected) energy. An indicative amount of €9/KVA/month applies.

7.16. Benefits/revenues derived from services or products provided by Partner Companies: Any financial benefits/revenues collected by the Customer in the context of its contractual relationship with a Partner Company may, in some cases, be regularly deducted from the energy bill issued by Elindus. The same applies to Elion.

ARTICLE 8: LIMITED MARKETING

8.1. When a Customer shifts to limited marketing injection, the following formula will be applied for the injection portion (contractual price formula for consumption remains unchanged):

Electricity injection: Price = Volume (per Connection Point (EAN)) x (0.9 x EPEX SPOT BE hourly price - 1.5c€/kWh)

The formula applies to all types of registers. Peak/off-peak hours will be applied as determined by the responsible Distribution System Operator(s). This formula is calculated hourly based on the variable EPEX SPOT BE day-ahead market as published by EPEX SPOT (www.epexspot.com) for all hours within the Supply Agreement for injection. For yearly (YMR) and monthly (MMR) metered Connections (EANs), these prices will be weighted based on the officially recognized and applicable hourly load profiles at each Connection Point (EAN), as published by Synergrid, taking into account the occurring solar load factor and/or residual factor. For meter installations where metering regime 3 (SMR3) is activated, the actual Profile Values will be used. This price formula includes network losses and excludes imbalance costs.

8.2. Billing to the Customer for energy injection is based on received volumes from the responsible Distribution System Operator(s), according to the established periodicity of the Connection Point (EAN). A (repayment) term of 14 calendar days applies; for a repayment, this applies only on condition that the Customer has no outstanding debts to Elindus. The Customer expressly agrees to the self-billing arrangement as legally determined in Article 53, §2 VAT Law and further elaborated in Circular 53/2013 of December 16, 2013. This agreement is valid for all transactions for which invoices between Parties need to be issued, unless expressly terminated in writing by one of the Parties.

8.3. By default, billing according to limited marketing injection is provided. If it turns out to be pure marketing injection and billing via pure marketing is not possible, the injection portion falls back on the safety net of the responsible Distribution System Operator(s) at the applicable rate.

8.4. The provisions of Article 8 may be unilaterally amended by Elindus and in accordance with legal provisions and/or market evolution.

ARTICLE 9: INVOICING AND PAYMENT

9.1. Dynamic Advance:

Elindus invoices a dynamic advance at the beginning of each month for what the Customer will owe as a result of the Supply Agreement, covering all amounts owed to Elindus by the Customer. In dynamic advance calculations, the advance amount is calculated based on the best-known/estimated monthly consumption and the best-known/estimated energy price. Depending on the obtained consumption profile, you may pay a higher or lower advance in certain months.

The dynamic calculation of the advance aims to prevent excessively high settlement invoices without excessive cash buildup or reduction by the Customer to Elindus. An additional benefit of the dynamic advance is proactive information to the Customer about the energy cost, enabling it to take actions to optimize its consumption.

Regarding the price used in the calculation of the dynamic advance: For companies with a (partially) variable price formula, the dynamic advance amount is determined based on the average price quotations of the respective market during the month preceding the delivery month.

Regarding the volume or consumption used in the calculation of the dynamic advance: If you have a quarterly read meter that is settled monthly, your estimated consumption is determined based on your own consumption profile if possible. If you have a non-quarterly read meter or a quarterly read meter that is not settled monthly,

monthly consumption is determined based on a standard profile (e.g., RLPON, www.synergrid.be) weighting of the yearly volume. The guideline for such monthly weighting is provided in Article 2 - MVWA.

Your consumption in the dynamic advance is determined as accurately as possible based on the following data: received monthly/yearly volume from your Distribution System Operator, consumption in the respective month of the previous year, consumption in previous month(s), or consumption based on the contracted volume.

9.2. Exception - Static Advance: Upon consultation with accompanying supporting evidence and subject to approval by Elindus, it is possible to opt for a static advance as long as the proposed amount of the advance is a reasonable reflection of the cost of the expected annual energy bill. Elindus will respond to this request for adjustment within a reasonable period. The static advance amount is (re)calculated at: the start of your supply agreement, after settlement, or in case of exceptional price fluctuations. In the event of a change in the Installation or the identification of a substantial change in the Customer's consumption, or if it becomes apparent during the term of the Supply Agreement that the pre-set advance (per Connection Point (EAN)) no longer corresponds to the current market situation, Elindus is free to set a new advance. It will inform the Customer beforehand and unless there is justified opposition from the Customer within 14 days, this new advance will be applied from the month following the communication of the new advance. The Customer can also request a change of the static advance, but this can only be done once per quarter. A reduction in the advance amount must be supported with demonstrable changes in the volume profile, such as, without limitation: solar panel inspection report, photo of meter readings with an official document bearing a date, damage/insurance/non-production certificate. Without supporting evidence, Elindus cannot reduce the advance.

9.3. During annual meter readings, the timing of the settlement shall be reasonably determined. This specified settlement shall occur at least once a year, reconciling the previously invoiced advances, based on the metering data provided by the Network Operator.

9.4. If Elindus lacks sufficient information at the time of billing regarding certain costs that Elindus invoices (applicable to both advances and settlements), these shall be calculated and invoiced provisionally to the Customer. Once Elindus has the correct cost, even if it relates to a previous month or period, it has the right to pass these on or deduct them in the next billing cycle. If the Supply Agreement has ended or the Customer is no longer in the portfolio, this does not prevent Elindus from invoicing the correction, and the Customer must pay this amount without exception, as it pertains to a period during which the Customer consumed energy through Elindus.

9.5. The payment term for each invoice is 14 calendar days after the invoice date, to be made via bank transfer to the bank account specified on the invoice. The Customer can settle its invoices and advances through direct debit or bank transfer. If the Customer opts for direct debit, it must ensure that there are always sufficient funds in the debiting account. If a direct debit instruction is rejected by a financial institution, the costs incurred by Elindus will be passed on to the Customer. The obligation to make payment is not cancelled or suspended in the event of a protest against the invoice. Furthermore, the Customer is not entitled to withhold any amounts owed to Elindus and offset these against any amounts owed by Elindus to the Customer. Elindus will refund the Customer within a reasonable period from the day of receipt of the settlement if it is found from the settlement that Elindus owes an amount to the Customer, provided that the Customer has no outstanding debts to Elindus.

9.6. All invoices are presumed to be correctly sent to the billing address provided by the Customer, which is either the registered office address or email address indicated in the Supply Agreement or in the customer portal, unless otherwise agreed. Consequently, the invoice is considered to be received within three working days after its dispatch by post; if sent by email, it is considered received on the same day as the dispatch. The invoices are deemed accepted if they are not explicitly contested within 14 calendar days after their dispatch by registered mail, stating the reason for the protest.

9.7. If an invoice needs to be corrected due to an error by Elindus, the Customer must request this within 12 months from the invoice's due date. Corrections resulting from an error by the Network Operator may be claimed by Elindus indefinitely, even after the expiration of the 12-month period.

ARTICLE 10: DEFAULT PAYMENT

10.1. If the Customer fails to pay an invoice, either in part or in full, and/or fails to do so within the agreed payment terms outlined in Article 9 of these General Terms and Conditions, it is automatically in default. This also applies if direct debit by Elindus, based on the authorization provided by the Customer, is not possible. A late payment of an invoice results in all other claims, even if a payment term was previously granted, becoming immediately and fully due.

10.2. In the event of persistent or recurring payment arrears by the Customer, characterized by at least 4 payment reminders in the last 6 months, and/or at least one registered notice of default within the last 6 months, and/or failure to adhere to a payment plan, and/or failure to comply with an agreed upon extended payment term (payment deferment), Elindus has the right to convert the Supply Agreement(s) with (partially or fully) fixed pricing to Supply Agreement(s) with market-conform variable pricing, and/or demand payment via direct debit, and/or require a security deposit as discussed in Article 11, and/or terminate the Supply Agreement immediately and without prior notice, due to serious default by the Customer.

10.3. Each unpaid invoice, from its due date, automatically causes late payment interest without prior notice, in accordance with the interest rate provided for in the law of August 2, 2002 concerning the combating of late payment in commercial transactions. The interest rate is calculated on the outstanding invoice amount including VAT. If either the Customer or Elindus owes the other Party any amount that remains unpaid on the due date, a penalty clause of 10% of the outstanding amount, with a fixed minimum of EUR 125 and a maximum of EUR 2500, is automatically incurred, with prior notice followed by a registered notice of default. This is without prejudice to Elindus' right to claim compensation for all collection costs, including legal costs, litigation costs, and costs for legal assistance incurred by Elindus for the collection of outstanding invoice amounts.

10.4. Elindus is also entitled to immediately charge administrative costs for sending additional invoices, duplicates, and reminder letters. These administrative costs amount to EUR 5 for letters and emails and EUR 50 for registered mail. An administrative cost of at least EUR 10 per month for the entire duration of the payment plan is charged for the preparation of payment plans. Early payment or non-compliance with this payment plan does not entitle the Customer to a credit of the total administrative cost determined at its creation. All the above-mentioned administrative costs are charged in the context of the next settlement or, if necessary, via a separate invoice.

10.5. Any early termination of the contract lawfully initiated by Elindus does not release the Customer from its (payment) obligations, triggers compensation for all damages suffered by Elindus, and activates the execution of Article 3.2.5, as if the Customer himself had prematurely terminated the Supply Agreement.

10.6. Furthermore, with each billing following an early contract termination, the Customer forfeits the right to any discounts and promotions (such as declick compensation), as well as any financial benefits/revenues from a Partner Company/Elion (if applicable but without limitation, on the settlement invoice). Finally, Elindus reserves the right to reclaim any financial benefits/revenues that the Customer has deducted from its invoices up to one year before the contract termination by adding them back to the settlement invoice.

ARTICLE 11: SECURITY AND CREDITWORTHINESS

11.1. Elindus may at any time, if deemed necessary, request the Customer to provide securities in favor of Elindus, both before and during the term of the Supply Agreement. The necessity for this request is based on creditworthiness, including but not limited to the following: credit score issued by a recognized credit platform (such as companyweb, Graydon, ...), credit amount compared to monthly energy invoice turnover, as well as the payment behavior of the Customer discussed in Article 10.2.

11.2. Elindus determines the type of security (bank guarantee, Parent Guarantee, security deposit, direct debit, or prepayment), the reasonable amount to be provided, and its modalities; without prejudice to Elindus' right to demand an increase of additional securities in the event of changing circumstances.

11.3. The Customer is obliged to provide the requested security, an increase thereof, or additional security within 14 calendar days after Elindus' request. This serves as security for the payment of the amounts due under the Supply Agreement. The specified security shall generally not exceed the amount that, in Elindus' opinion, Customer is likely to pay on average for Supply over a period of 4 months, including transportation, distribution, taxes/levies, and VAT.

11.4. If the Supply Agreement has already been concluded and the Customer fails to comply with the request for security, its increase, or additional security within the period indicated by Elindus, Elindus is entitled to immediately suspend its obligations under the Supply Agreement or terminate the Supply Agreement in whole or in part without prior notice, without prejudice to its right to compensation for costs, damages, and interest. All amounts due by the Customer to Elindus become immediately due and payable.

11.5. The security provided by the Customer will be refunded as soon as possible, albeit without interest, once the need for security has disappeared and in any case after the final settlement upon termination of the Supply

Agreement, after deduction of the amounts due to Elindus. Any other security provided terminates automatically upon payment of all outstanding amounts upon termination of the Supply Agreement.

ARTICLE 12: BALANCE RESPONSIBILITY

12.1. Elindus fulfills the obligations of balancing responsibility, or delegates this to a third party designated by it, for all Connection Points (EANs) of Customer specified in the Supply Agreement.

12.2. Customer undertakes to provide Elindus in writing (by letter or email), at its own initiative and expense, with all necessary information for the execution of the balancing responsibility, including all planned and/or unplanned deviations in the operational activities of the Customer and/or third parties affecting the extent of electricity and/or gas consumption and/or injection by the Customer. Planned deviations refer to deviations in operational activities resulting from maintenance and significant deviations in operational activities, as well as changes in the volume (load) profile due to changes in machinery, charging infrastructure, battery storage, decentralized production (non-exhaustive list: solar panels, cogeneration, wind turbines), which shall be communicated to Elindus no later than 10 working days in advance. Unplanned deviations refer to all other possible deviations, which shall be communicated immediately, no later than within 5 working days after their occurrence.

12.3. If Customer fails to provide the necessary information to Elindus, or provides it late, incomplete, or incorrect, Elindus will perform the balancing responsibility to the best of its ability with the information provided at that time, and if necessary, will act based on estimates. Any resulting exceptional imbalance due to the aforementioned facts shall be at the expense and risk of the Customer. The resulting costs shall be borne by the Customer and shall be determined on the basis of subsequent calculation.

ARTICLE 13: METERING DATA, METERING EQUIPMENT AND INSTALLATION

13.1. The Supply Agreement does not cover the installation, maintenance, and reading of the Metering Equipment at the Connection Point (EAN), for which the Customer must contact its Network Operator.

13.2. The Customer is obliged to do everything reasonably possible to allow the correct determination of the Supply. The Customer is, among other things, responsible for ensuring that the Installation is correctly connected at the time of Supply.

13.3. The Customer shall, at its own expense and risk, arrange for its Network Operator to provide metering equipment and metering or ensure in another manner that it has the metering equipment prescribed by law, thereby preventing the Supply from being able to be determined or being determined correctly. The Customer is responsible for avoiding damage or deviations to the metering equipment, as well as for all consequences of non-compliance with the conditions in the Connection Agreement between him and the Network Operator. Customer ensures that the metering equipment always complies with the applicable technical and legal requirements. It undertakes to comply with the applicable regulations and technical rules, as well as the agreements and regulations of the Network Operator.

13.4. The metering equipment and metering data are deemed accurate when the metering equipment and measurement meet the requirements set by law. Unless otherwise agreed, the actual extent of the Supply is determined based on the data obtained using the Customer's metering equipment. If necessary, the Customer cooperates to ensure that Elindus receives, in a timely manner, all relevant data in accordance with applicable law. If Elindus cannot timely access the relevant metering data or if an error is made during meter reading or data processing, Elindus is entitled to independently estimate the amount of electricity and/or gas supplied, including based on historical consumption data. Elindus may enlist the services of the Network Operator for this purpose. Elindus has the right to subsequently determine and invoice the actual amount of energy supplied.

13.5. In case of doubt about the accuracy of the metering equipment and/or metering, any Party may request that the metering equipment be examined by the Network Operator. The costs are borne by the Party requesting the examination. If Elindus requests the examination, it may recover these costs from the Customer if the metering is found to be incorrect.

13.6. If the examination reveals that the metering equipment does not comply with the provisions of the technical regulations, Elindus and the Customer, assisted by the Network Operator, will determine together the period during

which the metering equipment did not function correctly and determine a realistic supplied volume corresponding to this period.

13.7. The Parties will jointly estimate this volume for the period in question based on the best available data. The following alternatives can be used, in order of preference: the supplied volume during an equal period in the previous year, or the average supplied volume during a previous and subsequent period, or any other reasonable source.

13.8. A correction of the metering data and the resulting payment may relate to the period provided for in the technical regulations or used by the Network Operator. However, in case of proven fraud, Elindus may, in consultation with the Network Operator, carry out a recalculation for the entire period of Supply based on all available evidence.

13.9. The Customer is obliged to inform the Network Operator and Elindus as soon as possible of any damage, defects, or irregularities observed or suspected by it in the metering equipment, including breaking of seals.

13.10. If the Network Operator requests an examination of the metering equipment, the Customer is obliged to inform Elindus immediately thereof in writing, and to inform Elindus immediately in writing of the results of this examination after its completion.

13.11. As a result of article 3.2.3, Elindus is not responsible for the consequences of any discontinuity in the Supply of electricity and/or gas, or costs associated with disconnection and reconnection of the respective metering equipment by the Network Operator, if the Customer fails to timely accept a new offer, cannot timely designate a new supplier for the respective Connection Points (EANs), or does not allow Elindus to commence the Supplies within a reasonable period.

13.12. Digital electricity metering equipment is, where possible, set as standard to quarter-hour reading (measurement regime 3). Invoicing of digital metering equipment is, where possible, set as standard on a monthly periodicity.

13.13. If the Customer who already has a digital meter wishes to switch to measurement regime SMR3 (quarter-hourly metering with monthly billing), it informs Elindus thereof. Elindus forwards the request to the Network Operator no later than the 8th working day after receiving the Customer's request. The Network Operator changes the measurement regime, if technically feasible, no later than the 20th working day after receiving Elindus' request.

ARTIKEL 14: MOVE OF THE CUSTOMER – INFORM ELINDUS IN A TIMELY MANNER IF YOU INTEND TO MOVE

14.1. In case of moving, the Customer shall inform Elindus of: 1° At least 30 calendar days before leaving the old address, the upcoming move and the new address, including an estimate of any changes to the Contracted Annual Volume and information about expected fluctuations in Supplies. Especially with AMR/MMR metering equipment, the Supplier must be notified 30 days in advance of the move; otherwise, the functioning of the energy market will result in billing of consumption up to 30 days after the date of move on account of the Customer. Elindus cannot deviate from this. In such cases, the Customer must settle this consumption itself with the new owner/user. 2° Within 5 working days after leaving the old address, provide Elindus with an EOD form signed by both the Customer and the new owner/user. It is the responsibility of the new owner/user at the old address to enter into a new supply agreement with an energy supplier promptly; failure to do so will result in Elindus continuing to bill the consumption at the old address to the Customer. Elindus can only issue a final (settlement) bill to the Customer upon receipt of metering data and network costs from the Network Operator along with the associated switch command; in particular, either a combined switch loss command after the new owner/user has entered into a supply agreement with another energy supplier, or after issuing a customer switch command because the new owner/user has entered into a supply agreement with Elindus. One of these commands must be requested shortly after the EOD is signed by the new owner of the old address in order to respect both the takeover date and the meter readings. If the Customer notifies Elindus of a move, Elindus will initiate an ILC procedure to avoid the Customer continuing to pay when the acquirer does not take the necessary steps. This procedure results in the Supply at the old address being terminated after a maximum of around 90 days, followed by a final (settlement) bill upon receipt of metering data and network costs from the Network Operator. For Customers with AMR and MMR metering Installations, the ILC procedure is not possible, and an EOC (End of Contract) procedure must always be followed.

3° Within 5 working days after moving to the new address, the Customer, along with the old owner/user, must provide Elindus with an EOD form signed by both parties for move-in on the new address.

14.2. If the Customer temporarily does not have a Connection during a move, the obligation for Supply between the Customer and Elindus is suspended until the moment the Customer has a Connection at the new address. If the Customer temporarily has a Connection at both the old and new address during a move, the Supply between the Customer and Elindus for electricity and/or gas at both the old and new address is in accordance with the agreed conditions in the Supply Agreement, unless it cannot reasonably be expected from Elindus to continue supplying electricity and/or gas to the old address under these conditions.

14.3. If the Customer fails to comply with the provisions regarding moving, all Supplies by Elindus at the old address of the Customer, even if these Supplies occurred after the actual move, are presumed unequivocally to be on behalf of the Customer until termination of the Supply Agreement for that Connection Point (EAN).

14.4. In case of early termination of the Supply Agreement, including in case of a move, the principles of termination of the Supply Agreement apply.

14.5. Particular situations in case of Click-Supply Agreements/click addendum:

14.5.1. Move: In case of the Customer moving to another location, the clicked prices from the click agreement/addendum or otherwise cannot be transferred to the new location.

14.5.2. New meter: In case of replacement of a Metering Device with a new one, a new Connection Point (EAN) is created, which means that the Supply Agreement and thus, if applicable, the click cannot be transferred/maintained for the new Connection Point (EAN).

14.5.3. Internal takeover (a business Customer changes its company number) or another company takes over the Customer: Elindus is always entitled to decide whether the click can be transferred.

ARTICLE 15: TRANSFER

15.1. Transfer by Elindus:

Elindus has the right to transfer the Supply Agreement, as well as the rights and obligations arising therefrom, to a third party temporarily or permanently without the Customer's consent, provided that the third party complies with the necessary legal provisions regarding the Supply of electricity and/or gas, holds the necessary permits, and respects the terms of the current Supply Agreement. Elindus shall inform the Customer of this as soon as possible.

15.2. Transfer by the Customer:

The Customer may transfer its Supply Agreement to a third party, along with the resulting obligations and rights, provided that Elindus grants written permission for such transfer. Additionally, this third party must provide written assurance to Elindus that it will respect the Supply Agreement in all its provisions. Elindus is authorized to request additional reasonable securities from the third party to comply with all obligations arising from the Supply Agreement. Elindus will confirm within 30 working days, upon receipt of the Customer's registered letter requesting the transfer, whether it agrees to the transfer. In case of agreement, Elindus will provide a revised version of the Supply Agreement (between the correct Parties) for signing.

ARTICLE 16: ELION

16.1. This article only applies if the Customer has opted for Elion (control) and for an Elion Supply Agreement with Elindus.

16.2. Elion control is only possible for Customers with Metering Device SMR3 (M) who have a Battery or other controllable device(s) and Elion control hardware and software. Elion cannot be combined with Energy sharing, nor with Person-to-person sales and VME sales.

16.3. The Elion Control Signals advise the Battery and/or other controllable devices, as much as possible in order to optimize the timing of electricity consumption and/or injection.

16.4. The Balance Contribution concerns a cost that arises due to the deviation between the expected amount of electricity to be supplied (between Elindus and the Customer) compared to the actually consumed and measured electricity. The tariff formula for this contribution is $0.05 \times \text{EPEXSPOT}$ and represents the upper limit of the contribution to be invoiced, with the minimum contribution being 0.5 cents/kWh. If, as a result of Elion control, the actual Balance Contribution is more favorable than the aforementioned upper limit, the Customer receives a percentage of this value as a discount on the invoice.

16.5. The Customer acknowledges that in the case of Elion control, Elindus and its Balance Responsible Party are only committed to a best efforts obligation, meaning that they do not commit at any time to a specific result and/or discount and/or profit. They will provide control signals to the best of their ability. Neither Elindus nor its Balance Responsible Party can be held liable by the Customer in any way in case of no/little benefit/discount or in case of incorrect control signals or incorrect simulations. Especially in the first months after the control is activated, the Customer expressly accepts that Elindus and its Balance Responsible Party mainly collect data regarding, among other things, the Customer's daily and quarterly consumption, and therefore optimal control is not achieved.

16.6. If the Customer has opted for Elion control and it has been activated, the Customer authorizes Elindus and its Balance Responsible Party to read all data from hardware (connected devices, Battery, etc.), to store this data, and to use it to enable control, always within the limits of Privacy legislation.

16.7. It is strictly prohibited to dismantle any hardware, decrypt/decompile software, or reverse engineer or replicate/duplicate any control signal in the broadest sense of the word. The Parties expressly agree that any breach of this commitment causes irreparable and significant damage to Elindus, the extent of which is not easy to determine. Consequently, the Parties agree that a lump sum compensation of 25,000 euros shall be paid by the infringing party, without prejudice to Elindus' right to claim higher compensation for direct and/or indirect damages, including but not limited to loss of profits, fees of lawyers and consultants, and/or novelty of the product concerned.

ARTICLE 17: ENERGY SHARING - PERSON-TO-PERSON SALES - VME SALE

17.1. Upon activation or deactivation of Energy Sharing, Person-to-Person Sales, and/or VME Sales by the Customer via the Distribution System Operator, the Customer must also immediately inform Elindus of this. This notification must be provided 30 calendar days prior to the activation/deactivation via email or registered mail. Elindus will then only consider the adjusted metering data as provided by the Network Operator.

17.2. Energy Sharing: The Energy Sharing volume is calculated based on the following price formula: $\text{EPEX SPOT} + \text{€0}$. If additional costs related to Energy Sharing arise, Elindus is entitled to charge these costs to the Customer, also retroactively.

17.3. Person-to-Person Sales: If additional costs related to Person-to-Person Sales arise, Elindus is entitled to charge these costs to the Customer, also retroactively.

17.4. VME Sales: If additional costs related to VME Sales arise, Elindus is entitled to charge these costs to the Customer, also retroactively.

ARTICLE 18: SUSPENSION OF DELIVERY/ TERMINATION OF THE SUPPLY AGREEMENT

18.1. If the Customer fails to fulfill one or more of its obligations, Elindus will insist on their execution within a reasonable period. Elindus is entitled to suspend the Supply, convert Supply Agreements with (partial and/or full) fixed pricing to market-based Supply Agreements with variable pricing, and/or to terminate the Supply Agreement if the Customer fails to comply after this reasonable period.

18.2. Furthermore, Elindus is entitled to immediately (without prior notice) suspend the Supply, convert Supply Agreements with (partial and/or full) fixed pricing to market-based Supply Agreements with variable pricing, and/or to terminate the Supply Agreement on behalf of the Customer, subject to all of its rights, if one or more of the following events occur: 1° The Customer is not entitled to or no longer entitled to a Connection to the Grid; 2° The Connection Agreement is wholly or partially voided; 3° The Customer is in a state of bankruptcy, suspension of payments, negative equity, or has requested protection from one or more creditors; in case of an alarm bell procedure; 4° Actual or intended closure of the business to which one or more Connection Points (EANs) relate, whether announced or not; 5° Request by the Customer to one or more of its creditors for a payment extension; 6° Apparent inability of the Customer to fulfill its obligations under the Supply Agreement; 7° Liquidation or dissolution of the Customer's company; 8° Attachment of the Customer's goods, or other conservatory or

enforcement measures taken at the request of a creditor, on all or part of the goods of the Customer; 9° Refusal by the Customer to provide the requested information, or if the Customer has provided incorrect and/or false information; 10° The Customer no longer has a proper Metering Equipment; 11° If, in the opinion of Elindus, there is a threat to safety. Such suspension of the Supply or termination of the Supply Agreement does not under any circumstances entitle the Customer to any compensation from Elindus.

18.3. The suspension of the Supply is only lifted after the reason for it has been removed and the costs incurred by Elindus have been paid.

18.4. All outstanding amounts become immediately and fully due and payable in the situations referred to in this article 18, with same rights to compensation in favor of Elindus as in the case of early termination by the Customer.

ARTICLE 19: LIABILITY

Liability of Elindus:

19.1. Elindus is only liable for damages it has caused in case of fraud, gross negligence, or intentional default regarding the Supply/Elion. Elindus cannot be held liable in any way and without this enumeration being considered exhaustive for: 1/ the decision to fix or not to fix energy prices (clicks) and/or to undo price fixations (if applicable, in the context of a Click contract/click addendum); 2/ the services provided by and/or Products of Partner Companies, including but not limited to installation/functioning/warranty/control of a Battery and/or other controllable devices.

In no event shall Elindus be liable for indirect, consequential, and/or business damages, including but not limited to loss of profit or income and immaterial damages. The Customer shall indemnify Elindus against all claims from third parties for compensation for damages and/or costs, for whatever reason, relating to Elindus' obligations under the Supply Agreement. Regardless of the aforementioned indemnity obligation, also applicable to the Customer's insurers, the Customer shall in any case provide for a waiver of recourse clause in favor of Elindus by its insurance companies, including but not limited to, in particular, in the policies covering accidents at work and fire. A certificate shall be provided to Elindus before the commencement of the works. The failure or late submission of this certificate to Elindus does not relieve the Customer of this contractual obligation and of its indemnification obligation relating to the claims of the insurance companies. Even in the event of gross misconduct by Elindus in the case of liability for fire or working accidents at the Customer or in respect of the Customer's staff, the amounts of any damages payable by Elindus can never exceed those mentioned in Article 19.2.

19.2. In all cases where Elindus is held liable, the amount of the compensation shall be limited to twice the average monthly invoice amount for the Supply of electricity and/or gas over the last 6 months or for the duration of the Supply Agreement if shorter, with a maximum of EUR 50,000 for all cases of damage jointly.

19.3. The Customer must notify Elindus in writing of any claim for damages within a period of 10 working days from the date on which the damage occurred or from the date on which the harmful consequences could reasonably have been identified. Late damage notifications are no longer eligible for compensation from Elindus.

19.4. The above provisions apply without prejudice to the legal warranty for hidden defects. This liability for hidden defects is limited to the greatest extent possible by articles 1641 to 1649 of the (old) Civil Code. Given the special nature of the product delivered, the short period within which legal action must be taken is set at 3 months.

Responsibility of the Network Operator:

19.5. Elindus shall not be liable for damages arising from an act or omission that is not part of its contractual or legal duties in the event of interruption, restriction, or deficiency in the Supply of electricity and/or gas due to: 1° the malfunctioning or improper functioning of an Installation or Connection of the Customer; and/or 2° the malfunctioning or improper functioning of a Grid and/or any other technical pre-switch in the power supply; and/or 3° the absence, interruption, or termination of a Connection Agreement between the Customer and the Network Operator.

19.6. Elindus cannot be held liable for any damages caused by a failure on the part of the Network Operator, who is responsible for the proper functioning of the Metering Equipment and the accuracy of the metering data and the resulting actions.

19.7. The Customer shall indemnify and hold Elindus harmless against all damages and costs arising as a result of its failure to comply with its obligations or its unlawful actions.

Responsibility of Partner Companies – not applicable in the event of Elion control:

19.8. Elindus shall in no event and under no circumstances be liable for damages resulting from errors and/or omissions of Partner Companies, including but not limited to, the failure or improper functioning of the Battery or its controlling by Partner Companies.

19.9. Elindus assumes no responsibility regarding the calculation or allocation of benefits that the Customer may potentially enjoy as a result of having a Battery or of the controlling of its Battery by a Partner Company. Elindus will only deduct the amount it receives from said Partner Company, if applicable, from its invoices to the Customer. If the Customer terminates or does not renew its agreement with a Partner Company or if the agreements ends for whatever reason, Elindus will no longer be able to offset any benefits resulting from the services provided by said Partner Company from the costs invoiced, which the Customer expressly acknowledges.

19.10. The termination of the agreement between the Customer and the Partner Company does not affect the continuation of this Supply Agreement unless one of the Parties terminates this Supply Agreement under the terms set out in this Supply Agreement and the relevant legislation.

ARTICLE 20: FORCE MAJEURE

20.1. If one of the Parties is prevented from fulfilling its obligations under the Supply Agreement due to force majeure, then this Party shall immediately notify the other Party thereof in writing. Furthermore, the Party invoking force majeure shall keep the other Party informed of all developments related to this force majeure situation. For the purposes of this article, force majeure shall be understood to mean: any unforeseeable and unavoidable event that renders the performance of the Supply Agreement impossible, including but not limited to war, natural disasters, rebellion, state of emergency, sabotage, strikes, government measures, lockouts, boycotts, vandalism.

20.2. In addition to article 20.1, Elindus may invoke the following situations as grounds of force majeure: blackouts of the transmission grid, activation by Elia of the strategic reserve, energy crisis with or without exceptional energy prices, as well as any restriction, reduction, interruption or other deficiency in the supply of transmission or distribution networks.

20.3. During force majeure, the obligations that cannot be fulfilled as a result of this situation shall be temporarily suspended. The force majeure, regardless of who invoked it, does not affect the Customer's payment obligations under the Supply Agreement.

20.4. If the force majeure persists for more than 3 months, both Parties are entitled to immediately terminate the Supply Agreement, without any compensation being due to the other Party. To this end, the Parties shall notify each other by registered letter referring to the force majeure situation, the duration, and the decision to terminate.

ARTICLE 21: APPLICABLE LAW AND COMPETENT COURTS

21.1. The Supply Agreement between the Parties, consisting of the General Terms and Conditions, the Special Conditions, and any written amendments, shall be governed by Belgian law.

21.2. Any disputes arising between the Parties in connection with the Supply Agreement shall be submitted exclusively to the courts of the Kortrijk district.

21.3. The total or partial invalidity of one or more provisions of the Supply Agreement shall not affect the validity of the other provisions of the Supply Agreement. Both parties shall negotiate in good faith to replace the disputed provisions with others that best reflect the content and spirit of the Supply Agreement.

21.4. The fact that Elindus does not enforce one or more provisions during the performance of the Supply Agreement does not constitute a waiver of its right to enforce compliance with these provisions. The systematic failure of the Customer to comply with provisions of the Supply Agreement does not imply agreement by Elindus.

ARTICLE 22: PROTECTION OF PRIVACY

22.1 As the data controller, Elindus processes the Customer's personal data (contact details, function) in accordance with the applicable privacy legislation. Elindus processes your personal data for the following purposes:

(a) the execution of the Supply Agreement, including invoicing and Delivery. Your personal data may also be disclosed to the government, other energy suppliers, the balancing responsible party, and/or the Network Operator to ensure the Delivery runs smoothly and for technical connection and disconnection;

(b) any or specific purposes of direct marketing, prospecting, and commercial purposes, and to provide the Customer with information regarding similar supplies and services offered by Elindus and affiliated companies. By similar services and products, we understand all products and services related to energy and energy efficiency. The Customer has the right to object to the processing referred to in this Article 22.1(b) by contacting Elindus in writing via the contact details specified in the Special Conditions.

22.2 The Customer's personal data is retained for the duration of the execution of the Supply Agreement, and for as long as necessary in the framework of legal limitation periods.

22.3 The Customer has the right to access and rectify his/her personal data. The Customer also has the right to data portability. To exercise these rights, it is sufficient to write to Elindus by post or email, accompanied by a copy of his/her identity card, as determined in Article 22.1, subsection b)

22.4 The Data Protection Authority is the responsible supervisory authority for compliance with the Privacy Legislation in Belgium and for handling complaints related thereto.

ARTICLE 23: USE OF ONLINE SERVICES

23.1 Access to online services

Elindus may offer the Customer a customer portal on its website (customer.elindus.be) where the Customer may, if applicable, log in using its email address and a self-chosen password (hereinafter the "Online Services"). The Customer will be solely liable for the use of the Online Services, usernames, and passwords. Therefore, the Customer expressly agrees that (i) any use of the username and password is deemed to have been made by a user authorized to use the Online Services on behalf of and for the account of the Customer, and (ii) password security will be the sole responsibility of the Customer. The Customer shall immediately notify Elindus of any use that does not comply with these terms of application.

23.2 Intellectual Property rights

All intellectual property rights relating to the brands on the one hand, and the content, structure, and architecture of the websites on which the Online Services are offered, and in particular - without limitation - regarding the software, photos, texts, logos, slogans, trademarks, and trade names - on the other hand, are owned by Elindus or its licensors. Except with the prior written consent of Elindus, any reproduction, renting, lending, broadcasting, or use for public performance of the websites and their content, by any means, is strictly prohibited.

23.3 Liability – use of internet

Elindus disclaims any liability for the interception of data and/or communication by third parties. Elindus shall not be responsible for the access to, speed and/or availability of the internet and/or the Online Services and/or network services, nor for the accuracy, completeness, or use of the information received by the Customer via the Online Services. The Customer shall indemnify and hold Elindus harmless from any third-party claims arising from the Customer's use of the Online Services or information received via the Online Services.

23.4 Termination of the Online Services

The Online Services are provided for the duration of the Supply Agreement. However, Elindus may immediately terminate access to the Online Services in respect of a particular Customer, if the Customer or its user(s) fail to comply with an essential obligation under the Online Services. Failure to comply with an essential obligation under the Online Services includes, for example (without limitation), unauthorized, deceptive, or otherwise unlawful use of the Online Services, compromising the proper and efficient functioning of the Online Services, or breach of confidentiality obligations.

ARTICLE 24: SECRECY

24.1. The Parties shall treat the Supply Agreement and the information exchanged in the context of the Supply Agreement as confidential, shall limit the circle of persons aware of the content of the Supply Agreement to a minimum, and shall not disclose the Supply Agreement and the data contained therein in any manner without the written consent of the counterparty.

ARTICLE 25: FINAL PROVISIONS

25.1. These General Terms and Conditions are available at Elindus and can be obtained free of charge upon request.

25.2. These General Terms and Conditions are published on the website customer.elindus.be.

25.3. These General Terms and Conditions shall enter into force as of April 1, 2024.

25.4. The Parties expressly agree that contrary to Article 1139 of the (old) Civil Code, the registered letter referred to in various articles of this Supply Agreement, constitutes sufficient notice, and that its dispatch is definitively proven by the post receipt and its contents by the carbon copies of the letter or Elindus' files. The Customer also expressly accepts the principle of digital registered mail.

25.5. The Customer undertakes to accept all registered letters and correspondence or similar documents that may be sent to him/her by Elindus: the Customer shall be responsible for any breach of this obligation. In case of refusal of such letters and correspondence, they shall be deemed received by the Customer anyway.

25.6. The Customer undertakes to regularly check his/her emails and ensure that his/her mailbox has sufficient capacity to receive emails. The Customer shall ensure that Elindus' emails are not considered as spam. The Customer shall promptly inform Elindus of any change in email address.

25.7. These General Terms and Conditions were drafted in Dutch, French, and English. In case of inconsistency, the Dutch terms shall prevail.