

# General Terms and Conditions

## Electricity and Gas



**Scholt Energy NV**

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## 1. Definitions

Unless otherwise stated, the following definitions apply in these general terms and conditions:

### Balance Responsible Party (BRP)

Any natural or legal person responsible for maintaining the balance between injections and off-take in their portfolio, in accordance with Article 1,65° of the Electricity Act.

### Connection

Headpoint contracted by Scholt Energy and the customer with the corresponding Service Component.

### Contract

The contract between Scholt Energy and the customer regarding the supply and/or injection of energy, including the annexes, any addenda, and these general terms and conditions.

### Contract Value

The volume of energy still to be taken off or injected by the customer on the basis of all fixations executed by or on behalf of the customer, multiplied by the corresponding fixation price. The purchase of a specific energy volume may have been executed at different times and at different fixation prices.

### Customer

A natural or legal person who has one or more connections to the grid and enters into or wishes to enter into a contract with Scholt Energy.

### Day-ahead market

Day-ahead purchase and sale of energy at variable prices, in accordance with the terms set out in the contract.

### Off-peak Hours

For AMR connections: Monday to Friday from 8:00 p.m. to 8:00 a.m., and all hours during the weekend. For MMR and YMR connections: Monday to Friday, depending on the grid area, from 10:00 p.m. to 7:00 a.m. or from 9:00 pm to 6:00 am and all hours during the weekend.

### Energy

Electricity as referred to in the Belgian Law of 29 April 1999 on the organisation of the electricity market and natural gas market as referred to in the Belgian Law of 12 April 1965 on the transport of gaseous and other products by pipeline.

### Energy sharing

The exercise by the customer of the activities of "energy sharing" as defined in Art. 1.1.3, 38° /1 Flemish Decree as well as the exercise of the activities of "peer-to-peer trading in renewable energy" as defined in Art. 1.1.3, 97/0 Flemish Decree.

### Contracted Annual Volume

The annual volume in kWh per connection, as set out in the contract, that the customer expects to off-take or inject in a full calendar year.

### Flemish Decree

Flemish Decree of 8 May 2009 containing general provisions on energy policy.

### Fixation

Depending on the chosen product, the option for the customer to off-take or inject a portion of its contracted annual volume from Scholt Energy at a futures market price (fixation price), in accordance with the terms set out in the contract.

### Futures market

The purchase and sale of energy at fixed futures prices, in accordance with the terms set out in the contract.

### Headpoint

The customer's physical access point to the grid.

### Imbalance

The difference, per imbalance settlement period, between the forecasted total energy off-take or injection on the connections within the BRP's portfolio, as submitted to the transmission system operator, and the actual measured total energy off-take or injection on those same connections within that portfolio.

### Party or Parties

The customer and Scholt Energy are each referred to as Party and jointly as the "Parties".

### Purchasing Group

A group of customers for which Scholt Energy or an authorised third party implement fixations.

### SME

A small or medium-sized enterprise (SME) within the meaning of the Belgian Law of 29 April 1999 on the organisation of the electricity market and the Belgian Law of 12 April 1965 on the transport of gaseous

products and others by pipeline.

### **Supply Period**

The period agreed in the contract during which supply by Scholt Energy and/or injection by the customer takes place, including any extension of that period on the basis of the contract or addenda.

### **Market Value**

The amount of energy still to be taken off or to be injected by the customer on the basis of all fixations implemented by or on behalf of the customer, multiplied by the respective ICE Endex settlement price on a day to be determined by Scholt Energy.

### **Peak Hours**

For AMR connections: Monday to Friday from 8:00 a.m. to 8:00 p.m. For MMR and YMR connections: Monday to Friday, depending on the grid area from 7:00 a.m. to 10:00 p.m. or from 6:00 a.m. to 9:00 p.m.

### **Scholt Energy**

Scholt Energy NV, having its registered office at Kalkhoevestraat 10 box 1.1, B-8790 Waregem, with enterprise number 0820.000.881.

### **Service Component**

The Service Component determines the way consumption and/or injection is established by the grid operator.

### **Injection**

Injection of energy by the customer under the contract, consisting of the feeding in of energy by the customer to the grid and off-take by Scholt Energy via the connection(s).

### **Business Day**

A business day is a weekday with the exception of Saturdays, Sundays and public holidays in Belgium.

## **2. Applicability**

- a. All offers from and agreements with Scholt Energy for the supply and/or injection of energy are subject to these general terms and conditions.
- b. Deviations from and additions to these general terms and conditions shall only be binding on Scholt Energy if they have been agreed in writing.
- c. Scholt Energy expressly rejects the applicability of the customer's general terms and conditions.
- d. If one or more provisions of these general terms

and conditions should be or become null and void, the remaining provisions of these general terms and conditions, and the contracts concluded between the customer and Scholt Energy to which these general terms and conditions apply, shall remain in full force and effect, and the parties shall by mutual agreement provide for a new arrangement to replace the ineffective provision while retaining its purpose and purport as far as possible.

## **3. Conclusion of contract**

- a. An offer by Scholt Energy can only be made in writing.
- b. Any offers made by Scholt Energy shall be binding for the period stated therein.
- c. The contract is concluded when the customer accepts the offer within the acceptance term set by Scholt Energy. Acceptance by the customer of an offer by Scholt Energy is irrevocable.
- d. If the acceptance by the customer deviates from the offer, this shall be regarded as a new offer by the customer and as a rejection of Scholt Energy's entire offer, even if it only deviates on minor points.
- e. Oral undertakings or agreements by or with its employees shall not bind Scholt Energy, unless they are confirmed in writing by Scholt Energy.

## **4. Scope of supply and/or injection**

- a. Customers purchase the energy they require on the connection(s) exclusively from Scholt Energy.
- b. Scholt Energy shall make the required amount of energy available to the customer's connection(s) during the supply period.
- c. With regard to injection, Scholt Energy shall procure from the customer all energy produced by the customer and injected into the grid via the connection(s), to the extent expressly stipulated by the parties in the contract.
- d. If the customer does energy sharing, the volume shared, received, sold or purchased by means of energy sharing is subject to an exception to points a. and c. of this article.

## **5. Ownership and Risk**

- a. Ownership of and risk relating to energy supplied under the contract shall pass to the customer at the connection.
- b. Ownership of and risk relating to energy injected under the contract is transferred to Scholt Energy at the connection.

## 6. Connection Contract

- a. The customer enters into a connection contract with the grid operator at their own expense and risk, in order to fulfil their obligation towards Scholt Energy under the contract. Scholt Energy is not a party to this connection contract and is therefore not responsible for its performance by the customer or the grid operator.
- b. By signing the contract, the customer authorizes Scholt Energy to request a copy of the connection contract from the grid operator.

## 7. Metering

- a. Pursuant to the Technical Regulations, the grid operator is responsible for metering.
- b. The extent of supply and/or injection shall be determined in accordance with the provisions of or pursuant to the law.
- c. The customer shall ensure that its metering system meets the requirements set by or pursuant to the law.
- d. If Scholt Energy has not received the metering data in time for its invoicing process, Scholt Energy may determine the amount of the supplied and/or injected volume of energy for that month by means of estimates. If the metering data becomes available at a later date, the actual volume of energy supplied and/or injected will be invoiced to the customer on that basis, taking into account the volume already charged based on estimates.
- e. In the event of doubt as to the correctness of the metering device and/or the metering data, Scholt Energy may carry out an inspection. The customer shall cooperate in this regard. Scholt Energy will determine the extent of energy supply and/or injection on the basis of the results of the inspection and incorporate these figures in the bill sent to the customer.

## 8. Balance Responsibility

During the contract supply period, Scholt Energy is the Balance Responsible Party (electricity) and shipper (gas) and is entitled to transfer this responsibility to a third party, subject to the provisions of the law.

## 9. Billing and Payment

- a. Scholt Energy shall handle its billing pursuant to the contract.
- b. If direct debit (SEPA) has been agreed and the collection of any billed amount is not possible due to circumstances attributable to the customer, Scholt Energy is entitled to charge the customer a fixed penalty of EUR 40.00 per connection per bill.

If the customer makes a payment on the basis of the penalty clause, the obligation to pay by direct debit (SEPA) will lapse with regard to that bill. For future bills, the obligation to pay by direct debit (SEPA) is revived.

- c. The customer's obligation to pay a bill as described in the contract shall not be suspended or waived in the event of any customer objections to the bill.
- d. Disputes regarding bills must be made known to Scholt Energy in writing within one month of the billing date. After this period, no claims can be made and Scholt Energy reserves the right not to deal with the dispute.
- e. The customer shall not be entitled to offset any amount billed under the contract against any amount owed by Scholt Energy.
- f. In addition to the supply of energy, the costs for grid management, taxes, contributions, levies, operational charges, regulatory authorities, and surcharges that Scholt Energy is required to pass on to the customer pursuant to decisions by any competent authority shall be fully charged to the customer automatically, without prior notice and, where applicable, retroactively. Costs passed on are binding on the customer.
- g. Customers must inform Scholt Energy whether they are entitled to any exemption for payment of the amounts set out under point (f) of this Article and immediately send Scholt Energy supporting documents proving the exemption.
- h. The main activity of the customer falls under the NACE-BEL code included in the contract. Any surcharges or other costs imposed on the basis of decisions by any authority due to an incorrect declaration of the NACE-BEL code by the customer may be passed on to the customer by Scholt Energy.
- i. In case the customer does energy sharing, Scholt Energy needs to be in possession of data from the grid operator in time for correct processing of energy parts in the monthly invoice. If Scholt Energy does not receive this data in time, Scholt Energy reserves the right to postpone the energy share component of the relevant month to the next invoice or to issue a separate correction invoice for the energy share component as soon as the necessary data is available.
- j. Scholt Energy will revise the fee it charges to the customer for its services after the start of the supply period annually on 1 January (calendar year = n) equal to the real increase in its labour costs, determined on the basis of the 'Health index, index 2013 = 100', as published by Statbel<sup>1</sup>. In the



event that the increase in labour costs is in the future linked to a different standard, that standard will be used.

$$1) \text{ Indexation year } n = \text{fee year } n - 1 * \frac{\text{average health index, January to December (incl.) year } n-1}{\text{average health index, January to December (incl.) year } n-2}$$

## 10. Non-compliance

- a. Scholt Energy is entitled to suspend its obligations under the contract, or to terminate the contract if, after prior notice of default, the customer remains in default with the fulfilment of one or more obligations under the contract, regardless of whether such obligation(s) are of minor significance. Scholt Energy retains the right to payment of amounts owed by the customer to Scholt Energy, including compensation for costs, damages, whether consequential or not, and interest.
- b. From the day the customer is in default until the day a bill is paid in full, the customer owes Scholt Energy default interest in accordance with Article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions on the overdue invoices. Scholt Energy is also entitled to charge the customer a fixed compensation of 15% of the outstanding amount as compensation for extrajudicial collection costs. This is without prejudice to Scholt Energy's right to claim full damages and/or rescission of the contract. The amounts referred to in this paragraph are immediately due and payable.
- c. If the contract ends and the customer has performed fixations, Scholt Energy is entitled to charge the difference between the market value and the contract value to the customer if:
  - i. the market value is lower than the contract value in the case of fixations for supply and/or
  - ii. the market value is higher than the contract value in the case of fixations for injection. The customer cannot assert any rights with regard to fixations. If the customer is a member of a purchasing group, the customer will be charged a portion of the reported amount based on the customer's share of the total volume of the purchasing group, which share will be calculated by dividing the customer's contracted annual volume by the annual contracted volume of the purchasing group.
- d. Should Scholt Energy exercise its right to terminate the contract, this will be communicated to the customer in writing. Amounts due from the customer to Scholt Energy at the time of

termination of the contract and amounts which would have been due up to the end of the supply period are immediately due and payable at that time.

- e. Each party is obliged to notify the other party without delay in writing of the failure or foreseeable failure to perform an obligation, stating the reasons that make or will make it impossible for it to perform the obligation in question and the probable duration of such failure to perform. Such notification shall not affect the customer's payment obligations under the contract.

## 11. Liability

- a. Scholt Energy is not liable for damage caused by or in connection with the services provided by grid operators or meter operators, such as failures or interruptions in the supply of energy or metering.
- b. Scholt Energy shall only be liable to the customer for damage resulting from intent, deliberate recklessness or gross negligence on the part of Scholt Energy and/or its direct managers, as well as for failure to fulfil the essential obligations forming the subject of the agreement, except in the event of force majeure. Except in these cases, liability on the part of Scholt Energy is excluded at all times.
- c. If and in so far as Scholt Energy is liable, its liability is limited to direct damage, which means that compensation for indirect damage and/or consequential damage, including loss of profit, is excluded.
- d. In all cases in which Scholt Energy is liable to pay compensation for damages, that liability shall be limited to twice the average monthly invoice amount (inc. taxes), to be calculated over the past twelve months, at all times limited to EUR 100,000 per event and per calendar year.
- e. Any notification of a claim for damages by the customer must be sent to Scholt Energy in writing within one month of the date on which the damage occurred or within one month of the date on which the damage could reasonably have been discovered. If the customer has not notified Scholt Energy within this period, the notification period shall lapse and Scholt Energy reserves the right not to pursue the claim.

## 12. Transfer

Without prior written consent from Scholt Energy, the customer is not permitted to use the energy supplied other than for its connection(s), or to supply this energy or make it available to third parties.

### 13. Confidentiality

- a. The content of the contract and all information obtained by the parties under the contract shall be regarded as confidential information. During the supply period as well as two years after the end of the contract, the parties undertake to keep this confidential information completely confidential. Confidential information will only be provided to third parties after obtaining the written consent of the other party and in cases where this is required by law or a court ruling.
- b. Notwithstanding the provisions under a., Scholt Energy is at all times entitled to exchange confidential information with third parties contracted by Scholt Energy in relation to the performance of the contract, without prior consent from the customer. Scholt Energy guarantees that these third parties are bound by the same level of confidentiality regarding the confidential information as applies to Scholt Energy
- c. Scholt Energy may use the customer's name as a reference.

### 14. Contract

- a. The contract is inextricably linked to these general terms and conditions and contains all agreements between the parties relating to the present supply/injection of energy and replaces all previous written and verbal agreements made by the parties in this respect.
- b. Advice provided by Scholt Energy to the customer is based on reasonable efforts.
- c. Following termination of the contract, the customer remains bound by what is stipulated in or under the contract until it has fulfilled all of its obligations arising therefrom.
- d. The customer warrants to Scholt Energy that, during the supply period relating to the connection(s), it has no current contractual obligations with one or more other supplier(s). In particular, the customer shall be deemed to have terminated supply contracts with other energy suppliers in good time.
- e. The customer grants Scholt Energy irrevocable power of attorney to do all that is necessary to ensure that supply/injection commence on the start date.
- f. If the type of connection(s) or the read-out frequency of the connection(s) changes during the supply period, or was incorrectly provided by the customer at the start of the contract, Scholt Energy has the right to amend the general terms and conditions, prices and fees of the contract in

accordance with the product used by Scholt Energy for that type of connection. Costs already incurred by Scholt Energy for the purchase of energy shall be borne by the customer.

- g. Without prejudice to the provisions of Article 10 of these general terms and conditions, in the event of a breach of contract, the customer shall owe Scholt Energy compensation at a flat rate consisting of:
  - i. Scholt Energy's loss of revenue for the remaining supply period, to be calculated by multiplying the contractual fee for Scholt Energy by the remaining contract volume, determined on the basis of the contracted annual volume, increased by a one-off administration fee of EUR 100.00, the fee for green energy and/or CO2 offsetting and the fixed fee per connection payable for the remaining supply period; and
  - ii. the difference between the contract value and the market value for fixations already implemented, insofar as the market value is lower than the contract value (on supply) or has increased (on injection). Scholt Energy is entitled to sell fixations at any time at the then current market prices. If the customer is a member of a purchasing group, then for fixations, the customer will be charged a portion of the reported amount based on the customer's share of the total volume of the purchasing group, which share will be calculated by dividing the customer's contracted annual volume by the contracted annual volume of the purchasing group; and any other expenses.
  - iii. The lump-sum compensation shall be charged to the customer without prejudice to Scholt Energy's right to claim performance or rescission of the contract or compensation for the damage actually suffered.
- h. If Scholt Energy does not have sufficient renewable energy generated from renewable sources available due to changes by the government or other circumstances beyond its control, Scholt Energy may reduce the supply of this energy in percentage terms and supplement it with other types of energy, without being liable to pay compensation.
- i. The costs resulting from legal obligations to submit green certificates, cogeneration certificates or other certificates as part of the development of renewable energy sources, public service obligations and other legal obligations relating to the environment shall be charged to the customer.
- j. In case the customer participates in energy sharing, the fee payable to Scholt Energy that

applies to the off-take and/or injection of electricity in relation to the connection at which energy sharing will take place, will also apply to the volume that is shared, received, purchased or sold through energy sharing. In addition, Scholt Energy will charge the customer a fee of 40 euros per month for each connection at energy sharing takes place.

- k.** If the supply licence is revoked or the access contract with the grid operator ends, Scholt Energy is entitled to terminate the contract with immediate effect, without being liable to pay damages.
- l.** If individual provisions of the contract are null and void, annulled, or wholly or partially invalid or unenforceable, or if the contract contains unintended gaps, this shall not affect the validity of the remaining provisions of the contract. In such cases, the parties undertake to enter into negotiations in good faith to find a mutually acceptable solution to the situation that has arisen, with the continuation of the contract as the primary objective.
- m.** Unless otherwise stated in the contract, the contract may only be amended or supplemented in writing and with the agreement of both parties.

## **15. Mark to Market**

- a.** Depending on the chosen product, the customer has the possibility to implement fixations.
- b.** If the market value of these fixations has fallen by 15% or more (for supply) or has risen (for injection) relative to the contract value and/or this difference exceeds EUR 15,000.00, Scholt Energy shall be entitled to ask the customer for a security deposit equal to this difference. The customer must pay the security deposit within five working days from the day of receipt of the request sent to the customer by Scholt Energy in writing. If the customer does not comply with this obligation, he is automatically in default and further fixations cannot be implemented. In this case, Scholt Energy is entitled to have the fixations undone and charge the difference between market value and contract value to the customer if:
  - i.** the market value is lower than the contract value in the case of fixations for supply and/or
  - ii.** the market value is higher than the contract value in the case of fixations for injection. In this case, Scholt Energy is also entitled to terminate the contract without prior notice of default and without judicial intervention and to claim damages from the customer, calculated in accordance with the provisions of Article 14(g).
- c.** The security deposit will be returned to the

customer's account at the end of the contract if the customer has complied with the obligations arising in accordance with the fixations.

## **16. Purchasing Group**

- a.** If the customer is a member of a purchasing group, Scholt Energy shall, notwithstanding the provisions of Article 15 under b, charge the customer under the security deposit described therein pro rata to its share in the total volume of the purchasing group, which share shall be calculated by dividing the contracted annual volume of the customer by the sum of the contracted annual volumes of the members of the purchasing group.
- b.** If the customer is a member of a purchasing group and the contract between Scholt Energy and one of the members of the purchasing group terminates prematurely, Scholt Energy is entitled to allocate the obligations arising from the fixations implemented on behalf of the member to the other members, at Scholt Energy's discretion. The customer irrevocably and unconditionally agrees to such a transfer or allocation and cooperates with it irrevocably and unconditionally.

## **17. Supply period and termination of the contract**

- a.** The contract shall be in force for the supply period specified therein. During this supply period, the customer cannot terminate the contract prematurely. Following the supply period, the contract shall be automatically renewed on each occasion for a period of one year unless a party issues a cancellation at least three months prior to expiry of the supply period by sending an e-mail to the other party. The customer must send an e-mail to [service@scholt.be](mailto:service@scholt.be). This e-mail must be received by Scholt Energy in good time. In the event of an extension as referred to in this Article, green energy and/or CO2 offsetting will automatically lapse and the rates for green certificates and cogeneration certificates will also be re-set, unless the parties agree otherwise in writing.
- b.** As an exemption from the foregoing provisions, in the case of contracts with SMEs, the customer may terminate the contract at any time free of charge, subject to a notice period of three weeks.
- c.** Supply and/or injection shall commence on the date stipulated in the contract, unless the grid operator has approved the connection(s) with an earlier or later date. If this is the case, this earlier or later date shall count as the starting date of supply and/or injection.
- d.** Notwithstanding the provision under a, Scholt



Energy may at all times suspend performance of the contract or terminate the contract without prior notice and without judicial intervention if the customer is declared bankrupt, if the customer invokes the Belgian Law of 31 January 2009 on the continuity of enterprises, if the collective debt scheme is declared applicable to it, if the customer is put into liquidation or ceases trading, is dissolved or ceases to exist. Should Scholt Energy exercise its right to terminate the contract, this will be communicated to the customer in writing. Amounts due from the customer to Scholt Energy at the time of termination of the contract and amounts which would have been due up to the end of the supply period are immediately due and payable at that time.

## **18. Change in Supplier**

- a.** If the customer has validly terminated its contract with Scholt Energy, and on the preferred switch-over date the supply or injection of energy has not been taken over by another supplier, Scholt Energy shall continue the supply or injection under the same terms, conditions, fees and charges as contained in the contract. If no switch notice has been received after a period of 10 business days, the contract is deemed to have been extended with the consent of the customer as referred to in Article 17 of these general terms and conditions, unless Scholt Energy expressly waives extension.
- b.** If the customer switches to another supplier in contravention of the provisions of this contract, the customer shall owe Scholt Energy damages, to be calculated in accordance with the provisions of Article 14(g) of these general terms and conditions.

## **19. Amendment of the terms and conditions of the Contract**

- a.** Scholt Energy reserves the right to amend these general terms and conditions in the event of amendment of applicable laws and regulations, in order to bring these general terms and conditions into line with such amendment. If market developments or government decisions give cause to do so, Scholt Energy is also entitled to change the prices and rates stated in the contract in order to bring the contract into line with those developments and/or decisions. Unilateral changes will be communicated to the customer at least thirty days prior to the change. Amendments based on government decisions can be applied retroactively if desired. Amendments shall enter into force thirty days after the day on which they have been notified to the customer, unless the notification specifies a later date of entry into force and do not entitle

the customer to terminate the contract prematurely.

- b.** A notice posted on Scholt Energy's website indicating that the general terms and conditions have been amended and are available for inspection at Scholt Energy's offices, free of charge on request, shall serve as notice.

## **20. Transfer**

- a.** The customer is only entitled to transfer this contract or the rights and obligations arising hereunder to a third party with the prior written consent of Scholt Energy.
- b.** Scholt Energy is entitled to transfer this contract or all rights and obligations hereunder to third parties. The customer irrevocably and unconditionally agrees to such a transfer and shall cooperate with it irrevocably and unconditionally.

## **21. Governing Law and Dispute Resolution**

- a.** This contract is governed by and construed in accordance with Belgian law.
- b.** Any dispute arising in connection with the contract shall fall within the exclusive jurisdiction of the competent courts and tribunals of the jurisdiction in which Scholt Energy has its registered office.
- c.** In the event of disputes, the Dutch language will be used as the working language.

## **22. Information Obligation**

- a.** The customer must inform Scholt Energy forthwith of any changes that may be relevant to the performance of the contract, including in any event change of administrative details, change in consumption, starting or stopping energy sharing, cessation of business activities, relocation or change of name.
- b.** If, in the opinion of Scholt Energy, there is a change in the customer's business operations as a result of which the consumption via one or more of the connections decreases significantly or ends prematurely, Scholt Energy is entitled to charge the customer for the loss of revenue, to be calculated by multiplying the contractual fee for Scholt Energy and the fee for green electricity and CO2 offsetting of gas by the lost contract volume, determined on the basis of the contracted annual volume.
- c.** The customer is responsible for ensuring that Scholt Energy has, at least four weeks prior to the start of the supply period, the correct data for the proper performance of the contract. In the event that Scholt Energy requires additional

information from the customer during the supply period for the performance of the contract, the customer shall provide this information to Scholt Energy promptly.

### **23. Protection of Personal Data**

- a.** Scholt Energy processes the customer's personal data in accordance with the General Data Protection Regulation 2016/679/EU for the conclusion, performance and/or termination of the contract.
- b.** The Privacy Statement is applicable to this contract. The Privacy Statement can be consulted at [www.scholt.be](http://www.scholt.be).

### **24. Final Provision**

- a.** These general terms and conditions enter into force on 1 September 2025.
- b.** These general terms and conditions are available for consultation at Scholt Energy and are available there on request free of charge. These general terms and conditions may also be consulted at [www.scholt.be/gtc](http://www.scholt.be/gtc)