

General Terms and Conditions

Electricity and Gas



Scholt Energy Control NV

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1. Definitions

Connection

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

Contract Value

The amount of energy still to be taken off or injected by the customer on the basis of all ICE Endex and OTC fixations implemented by or on behalf of the customer, multiplied by the fixation price. Fixations can be implemented at different times and at different prices.

Off-peak Hours

For AMR connections Monday to Friday from 8:00 p.m. to 8:00 a.m. and all hours over weekends. For MMR and YMR connections from Monday to Friday from 10:00 p.m. to 7:00 a.m. (in certain grid areas where off-peak hours are measured from 9:00 pm to 6:00 am this period will be applied) and all hours over weekends.

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.

Headpoint

The customer's physical access point to the grid.

Purchasing Group

A group of customers for which Scholt Energy or an authorised third party implement ICE Endex or OTC 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 actual supply by Scholt Energy and/or injection by the customer takes place, including any extension of that period on the basis of the contract.

Market Value

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

Imbalance

Imbalance between total off-takes and total injections of energy in an allocated balancing perimeter.

Peak Hours

For AMR connections, from Monday to Friday from 8:00 a.m. to 8:00 p.m. For MMR and YMR connections from Monday to Friday from 7:00 a.m. to 10:00 p.m. (in certain grid areas where off-peak hours are measured from 6:00 a.m. to 9:00 p.m., this period will be applied).

Scholt Energy

Scholt Energy Control 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. Any offers made by Scholt Energy shall be binding for the period stated therein.
- b. 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.
- c. 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.
- d. 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, taking into account the annual volume contracted by the customer for that year.
- 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. 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 authorises 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 billing process, Scholt Energy may determine the amount of energy supplied and/or injected for that month by means of estimates. If the metering data are available at a later date, the extent of energy supply and/or injection for the period in question will be recalculated on that basis and incorporated in the bill sent to the customer.
- 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 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, Scholt Energy shall charge the customer for the cost of grid management and the costs of taxes and levies based on the then current rate. Scholt Energy shall automatically charge the customer for changes in these charges, based on decisions by any authority, without prior notice and retroactively if necessary. 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 its 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 invoice to the next invoice or to issue a separate correction invoice for the energy share component as soon as the necessary data is available.

10. Non-compliance

- a. Scholt Energy is entitled to suspend its obligations under the contract, or to terminate the contract, if the customer fails to fulfil its obligations under the contract after prior notice of default, without this leading to any liability on the part of Scholt Energy vis-à-vis the customer. 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 shall owe Scholt Energy 10% interest on arrears per year on all outstanding amounts. 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. 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. If the contract is terminated prematurely, or if the customer switches to another supplier prematurely, the customer shall owe Scholt Energy compensation at a flat rate as described in Article 14(f).
- d. If the contract ends and the customer has performed ICE Endex and/or OTC 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 ICE Endex or OTC contracts for supply and/or

ii. the market value is higher than the contract value in the case of ICE Endex or OTC fixations for injection. The customer cannot assert any rights with regard to ICE Endex and/or OTC 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.

- e. 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.
- f. 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, such as failures or interruptions in the supply of energy.
- 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. 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.

- e. Any liability on the part of Scholt Energy is limited to the amount which, in the case in question, can be claimed under the liability insurance taken out by Scholt Energy, increased by the amount of the deductible which, on the basis of the policy terms, is for the account of Scholt Energy in the case in question.

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. Unless authorised by the other party or insofar as required by law or otherwise, the parties undertake vis-à-vis each other during the supply period and two years after termination of the contract to keep confidential all information that has come to their knowledge or will come to their knowledge in the context of the performance of the contract.
- b. Scholt Energy may use the customer's name as a reference.

14. Contract

- a. This contract contains all agreements between the parties relating to the subject matter of the agreement and supersedes all previous written and oral agreements between the parties in this respect.
- b. The customer remains bound by what is stipulated in or under the contract until it has fulfilled all of its obligations arising therefrom.
- c. The customer warrants to Scholt Energy that, on the date on which the contract commences, 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.
- d. The customer authorises Scholt Energy to do all that is necessary to ensure that supply/injection commence on the start date.
- e. If the connection(s) or the read-out frequency of the connection(s) changes during the supply period, Scholt Energy has the right to amend the general terms and conditions, prices and supply fees of the

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

- f.** 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 ICE Endex and OTC 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 ICE Endex and OTC fixations at any time at the then current market prices. If the customer is a member of a purchasing group, then for ICE Endex and OTC 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
 - iii.** any other expenses.
- 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.
- g.** 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.
- h.** 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.

- i.** In case the customer does energy sharing, Scholt Energy will charge a monthly fee for the administrative processing thereof, the amount of which is calculated by multiplying the volume in MWh shared, received, sold or bought through energy sharing by the same fee in euros per MWh as included in the contract.
- j.** 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.

15. Mark to Market

- a.** Depending on the chosen product, the customer has the possibility to implement ICE Endex and OTC fixations.
- b.** If the market value of these ICE Endex and OTC 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.
- c.** If the customer does not comply with the obligation under point (b) of this Article, it is automatically in default and further ICE Endex and OTC fixations cannot be implemented. In this case, Scholt Energy is entitled to have the ICE Endex and OTC 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 ICE Endex and OTC fixations for supply and/or
 - ii.** the market value is higher than the contract value in the case of ICE Endex or OTC 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(f).

16. Purchasing Group

- a.** If the customer is a member of a purchasing group, Scholt Energy shall, notwithstanding the provisions of Article 15, 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 contracted annual volume of the purchasing group.

- b.** If the customer is a member of a purchasing group and the contract with one of the members of the purchasing group terminates, Scholt Energy is entitled to allocate the obligations arising from the ICE Endex and OTC 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

- a.** The contract shall be in force for the supply period specified therein. During this period, the customer cannot terminate the contract prematurely. The contract shall be tacitly renewed for a period of one year on the same terms and conditions, fees and charges as set out in the contract, unless one of the parties informs the other in writing at least three months prior to expiry of the supply period that it does not wish to extend the contract. 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 by giving one month's notice.
- 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.

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(f) 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 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. 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 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 profit, to be calculated in accordance with the provisions of Article 14(f) of these general terms and conditions.

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.

24. Final Provision

- a. These general terms and conditions enter into force on 15 February 2023.
- 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