

Article 1: Definitions and applicability

In these General terms and conditions for the supply of natural gas and/or electricity (hereinafter "**General Conditions**") the following definitions apply.

"**Antargaz**": Antargaz Belgium NV, De Kleetlaan 5A, 1831 Diegem, RPR Brussels, VAT BE 0881.334.278. "**Domestic Customer**": a natural person who purchases natural gas and/or electricity for private purposes. "**Professional Customer**": a merchant or company, which purchases natural gas and/or electricity. "**SME**": Professional Customer with a total annual consumption of less than 100 MWh natural gas and less than 50 MWh electricity through all its Supply Points. "**Major Consumer**": Professional Customer with a total annual consumption of at least 100 MWh natural gas and at least 50 MWh electricity through all its Supply Points. "**Customer**": Domestic Customer and Professional Customer jointly. "**Party**" or "**Parties**": the Customer or Antargaz individually or Customer and Antargaz jointly. "**Agreement**": agreement for the supply of natural gas and/or electricity, and to which the General Conditions have been declared applicable. The Agreement consists of the General Conditions and the "**Special Conditions**", which include the arrangements between Parties, as for example, energy price, applicable tariff card, Supply Point(s), duration, estimated annual consumption, Bandwidth of a Major Consumer, payment method, payment term, etc. In an Agreement with a Domestic Customer, the Special Conditions also include the annexes on the public service obligations applicable in the Walloon Region and the Brussels-Capital Region. "**Supply Point**": physical location of connection to the Network, which is identified by a deliveries address and a unique EAN code. "**Meter Installation**": all the equipment under the responsibility of the Network Operator to measure the Volume Delivered. A Meter Installation which measures the Volume Delivered whether daily (expressed in hourly values in case of natural gas and quarterly values in case of electricity), whether monthly or on an annual basis, is indicated respectively as "**AMR**" ("Automatic Meter Reading"), "**MMR**" ("Monthly Meter Reading") and "**YMR**" (Yearly Meter Reading"). "**Meter Readings**": readings recorded by the Meter Installation. "**Volume Delivered**": the amount of natural gas and/or electricity consumed by a Customer through the Supply Point(s) during a period in which consumption is measured. In case of MMR and YMR, the Volume Delivered is determined based on the Customer's synthetic load profile (SLP). "**Network**": set of connections and pipelines for the transport and distribution of natural gas and/or electricity to a Supply Point. "**Network Operator**": operator of the Network. "**Network Costs**": costs of managing and balancing the natural gas and/or electricity transportation and transmission network, as well as the costs for meter readings and managing the natural gas and/or electricity distribution network. "**Charges**": all taxes, levies, fees, contributions, fees, taxes and any other costs imposed by the government or other authorities. "**Receipt**": three calendar days after sending a document by post or the date of sending an e-mail.

The General Conditions apply to every Agreement between Antargaz and a Domestic Customer or SME and to an Agreement between Antargaz and a Major Consumer concluded as from **October 1st, 2018**. The General Conditions do not apply to deliveries by Antargaz of the liquid gases commercial propane, commercial butane and mixtures thereof.

The provisions of the Agreement shall take precedence over any terms and conditions of the Customer, unless otherwise expressly agreed between the Parties in writing. In the event of ambiguity or inconsistency between any provision of the Special Conditions and any provision of the General Conditions, the provisions of the Special Conditions shall prevail.

Article 2: Legal compliance and accordance with the consumer protocol

The Parties commit to respect the applicable laws during the entire duration of the Agreement. Moreover, in an Agreement with a Domestic Customer, Antargaz commits to respect the consumer protocol "The Consumer in the free electricity and gas market" (in Dutch: "De consument in de vrije elektriciteits- en gasmarkt").

Article 3: Conclusion of the Agreement

3.1 In general

The Agreement is concluded on the day Antargaz and the Customer sign the Agreement or, the moment that the Customer accepts a proposal from Antargaz for an Agreement. For example, Antargaz can offer a proposal for an Agreement through its website, by a personal letter, an e-mail or another durable medium. Therefore, the Parties agree to recognize the following not-limited list of documents as valid evidence of acceptance of the Agreement by the Customer:

- a) An e-mail containing a PDF of an Agreement signed by the Customer;
- b) The confirmation by e-mail that the Customer has signed the Agreement on an online platform, which was previously agreed.

An offer from Antargaz regarding an Agreement with a fixed gas price remains valid until the last working day of the week in which the offer was made (until 5 pm). An offer from Antargaz regarding an Agreement with a variable gas price remains valid until the last day of the month or quarter in which the offer was made. An offer for an Agreement expires when Antargaz has not received an Agreement signed by the Customer at the abovementioned times.

3.2 Cancellation by the Domestic Customer

In the event of a distance sale (for example: an Agreement concluded on the internet, on a digital platform or by telephone) or a sale made outside the company's premises (for example: an Agreement concluded door-to-door, at an event or on the premises of another merchant), the Domestic Customer has the right to cancel the Agreement within fourteen calendar days by way of a clear written declaration by post or by e-mail to sales@antargaz.com. The Client can use the standard cancellation form that has been handed over by Antargaz. This cooling-off period of fourteen calendar days begins on the day following the confirmation of the Agreement by Antargaz. In case of a sale made over the phone, this cooling-off period begins on the day following the confirmation of the Agreement by the Domestic Customer.

3.3 Refusal by Antargaz

The Parties conclude the Agreement under the condition that Antargaz, after investigation, finds no objective reason to refuse the Agreement. Objective reasons justifying a refusal of the Agreement by Antargaz are limited to situations whereby:

- a) Technical reasons, independent of Antargaz' intentions, would prevent the deliveries (for example, but not limited to: the Supply Point is not connected to the Network; the Network Operator or a competent authority imposes interruption or cessation of the deliveries; the details of the Supply Point differ from those stipulated in the Agreement);
- b) The Customer refuses to first pay its outstanding debts towards Antargaz;
- c) The Customer refuses to provide a guarantee (Article 8 of the General Conditions describes the conditions under which Antargaz may request a guarantee).

If Antargaz does not accept the Agreement due to the above reasons, it will inform the Customer hereof within fifteen calendar days after the conclusion of the Agreement.

Article 4: Duration

4.1 Start

The start of the deliveries is determined in the Special Conditions. In case of an Agreement with a Domestic Customer, Antargaz starts deliveries at the earliest after the applicable cooling-off period, except if the Domestic Customer expressly demands to start deliveries earlier.

4.2 Duration and prolongation

The duration of the Agreement is determined in the Special Conditions and begins on the first day of deliveries. An Agreement of definite duration will each time be tacitly prolonged under the same conditions and for the same duration as the initial contractual period, unless the Customer or Antargaz has terminated this Agreement in a timely manner.

4.3 Termination

4.3.1 Domestic Customer and an SME. A Domestic Customer and an SME may terminate an Agreement at no cost, subject to a notice period of one month.

4.3.2 Antargaz and a Major Consumer. Antargaz and a Major Consumer may always terminate an Agreement of *indefinite duration* at no cost, subject to a notice period of two months. Antargaz and a Major Consumer may terminate an Agreement of *definite duration* at no cost by the next date of expiration of the prevailing contractual period, subject to a notice period of two months.

4.3.3 In general. If the Network Operator informs Antargaz that the Customer is changing its supplier, then this counts as valid notice of termination.

4.4 End

The actual end date of the Agreement is the date on which the Supply Point is supplied by another supplier or is sealed, and the date on which Antargaz is no longer registered with the Network Operator as the supplier of the Supply Point.

Article 5: Change of prices and conditions

Antargaz may change the prices and conditions during the Agreement. If Antargaz decides to change the prices and conditions of the Agreement to the disadvantage of the Customer, then Antargaz will notify the Customer thereof, in a clear and unambiguous way, at the latest two months before their entry into force. Within one month of notification of the changed prices or conditions, the Customer may terminate the Agreement at no cost, subject to a notice period of one month. In an Agreement of *definite duration*, changes to the disadvantage of a Domestic Customer are only possible by the next date of expiration of the prevailing contractual period. Changes to the advantage of the Customer are always possible without prior notification.

Article 6: Volume Delivered

6.1 Determination

The Volume Delivered is determined by the Meter Readings, which the Network Operator submits to Antargaz. In case of doubt about the accuracy of the Meter Readings, either the Customer or Antargaz may request that the Meter Installation will be inspected at the cost of the Party making the request. Based on the results of this inspection, Antargaz may correct the Volume Delivered during the period in which the Meter Installation has functioned incorrectly. This period may not exceed twenty-four months, unless otherwise stipulated under applicable law.

6.2 Special Conditions with a Major Consumer

6.2.1 Bandwidth. Antargaz and a Major Consumer have the possibility to agree in the Special Conditions on a so-called "**Bandwidth**", this means an amount of natural gas and/or electricity, which a Major Consumer can consume more or less than its contractual annual consumption. The Bandwidth is expressed as a percentage of the contractual annual consumption. If Antargaz and a Major Consumer should not have agreed on a Bandwidth, then a Bandwidth of 90-110% applies. If the Volume Delivered would differ from the Bandwidth, then Antargaz has the right to claim a fixed compensation from the Major Consumer in an amount equal to ten euros per MWh, which the Major Consumer has consumed more or less than its Bandwidth (notwithstanding Antargaz right to claim further compensation if this fixed amount in damages does not cover its actual losses).

6.2.2 Changed circumstances. A Major Consumer must inform Antargaz about circumstances which could lead to the Volume Delivered differing from its Bandwidth (for example, in case of the connection of a new machine or the shutdown of a Supply Point). Antargaz will then decide either to continue the Agreement under the same conditions or to propose new conditions to the Major Consumer. Should the Major Consumer not agree with the new proposed conditions, the Major Consumer will be entitled to terminate the Agreement at no cost, subject to a notice period of one month.

6.2.3 Exceptional circumstances. Based on a Major Consumers contractual annual consumption and the available synthetic load profiles (SLP) or available hourly/quarterly values (AMR), Antargaz can determine a so-called "**Normal Daily Consumption**", and an "**Exceptional Daily Consumption**". An Exceptional Daily Consumption of a Major Consumer means a daily consumption which is greater than 140% and less than 60% compared to its Normal Daily Consumption. If "**Exceptional Circumstances**" would occur, this means a period of at least three consecutive calendar days during which a Major

Consumer has an Exceptional Daily Consumption, then Antargaz has the right to charge an additional price. The amount of natural gas and/or electricity which the Major Consumer has consumed more or less than its Normal Daily Consumption during these Exceptional Circumstances, will be charged by Antargaz at the spot prices which are valid on the delivery date according to the European Gas Spot Index ZTP DA (as published on www.powernext.com (natural gas)) and Epex Spot Belgium Belix Base (as published on www.belpex.be (electricity)).

Article 7: Price, invoicing and payment

7.1 Price

7.1.1 Energy price. The energy price charged by Antargaz to the Customer has a fixed portion or subscription fee, expressed in euros per contract year per Supply Point, and a proportional portion, expressed in euros per MWh. The energy price can be a variable price or a fixed price. The energy price is determined in the Special Conditions. Any discount on the subscription fee, for example if the Client chooses to pay by direct debit and/or invoicing by e-mail, will expire if and to the extent that Antargaz were to lower the subscription fee during the implementation of the Agreement or at its renewal.

7.1.2 Network Costs; Charges; Fees related to renewable energy. The energy price is increased by the applicable Network Costs and Charges, as well as the fees related to green energy and/or cogeneration of heat and power, which are charged by Antargaz to the Customer in the light of the development of renewable energy. Changes in these Network Costs, Charges and fees related to renewable energy will be charged to the Customer (if necessary even retroactively), and cannot be invoked as a reason for terminating the Agreement.

7.2 Invoicing

7.2.1 Intermediate invoicing. For each consumption period, Antargaz bases its invoices on the Volume Delivered and the prices applicable in that consumption period. In case of YMR, Antargaz may issue the Customer an advance invoice based on the (historical) Meter Readings delivered by the Network Operator.

Antargaz will only create monthly invoices if the monthly (advance) amount is at least € 25. If the monthly (advance) amount is less than € 25, invoices will be sent per quarter.

The Customer may request revision of the estimated consumption and the intermediate (advance) invoices. Antargaz shall submit a reasoned decision to the Customer within five business days after Receipt of the request.

7.2.2 Settlement and final invoice. A settlement invoice will be issued at least once a year, unless Antargaz has not received the Meter Readings or has not received them in good time. If Antargaz does not receive any Meter Readings, or if Antargaz establishes that the Meter Readings are not correct, Antargaz may continue to send the Customer advance invoices (unless Antargaz is no longer registered as supplier of the Supply Point). The Volume Delivered will then be determined and settled later. Under no circumstances may Antargaz make its own estimation of the Customer's consumption.

If the settlement invoice or final invoice determines that the Customer is due to receive payment from Antargaz, then Antargaz will repay the Customer within the same term as the term in which the Customer has to pay invoices to Antargaz. If Antargaz is not aware of the Customer's account number, this repayment period will begin from the moment Antargaz is informed of the Customer's account number.

7.3 Payment term and protest

The payment term of a Domestic Customer, and the date on which Antargaz will give the direct debit instruction, is fixed at at least fifteen calendar days after Receipt of the invoice. The payment term of a Professional Customer is determined in the Special Conditions. A Domestic Customer must protest an invoice in writing within twelve months after Receipt of the invoice. A Professional Customer must protest an invoice in writing within fifteen calendar days after Receipt of the invoice. These terms do not apply if an error in the invoice is due to a third party, such as the Network Operator. The Customer's payment obligation will be suspended if the disputed part of the invoice is found to be justified or during the time required by Antargaz to handle the complaint.

7.4 Payment method

The Customer can always choose to pay by bank transfer or direct debit. Should the Customer object to payment via direct debit, Antargaz will not charge the Customer for such objection. In addition, the Customer is always entitled to exclude payment of the settlement invoice or final invoice by direct debit.

7.5 Payment default by the Customer

7.5.1 Reminder; notice of default. If the Customer fails to pay an invoice in time, Antargaz will send the Customer a reminder. If the Customer fails to pay after the reminder, then Antargaz will send a notice of default.

7.5.2 Damages; late penalty. In addition, if a Customer continues to default after receipt of a notice of default, Antargaz is entitled to demand from the Customer a fixed amount of damages equal to 15% of the outstanding balance, with a minimum of €50 for Domestic Customers and €125 for Professional Customers. In the event of late payment of the full or partial amount of an invoice, the Client is also legally obliged, without the need for a reminder or notice of default, to pay a late penalty on the unpaid part of the invoice, from the due date to the date of full payment. For a Domestic Customer, Antargaz charges the legal interest rate. For a Domestic Customer, Antargaz applies the statutory rate of interest. For Professional Customers, Antargaz shall apply the interest rate pursuant to the law of 2 August 2002 concerning fighting payment arrears in commercial transactions. Payment shall always be deemed to relate to the most recent unpaid invoice.

7.5.3 Repayment plan. If the Customer has problems in making the payment, Antargaz may allow a repayment plan. This repayment plan will consist of up to twelve instalments spread over maximally twelve months.

7.5.4 Administrative costs. If legally permitted, each Party may charge administrative costs for sending additional invoices, duplicates, a re-payment plan, reminders or notices of default. The administrative costs are €7.50 for sending an ordinary letter and €15,00 for sending a registered letter.

7.6 Incorrect invoicing or late repayment by Antargaz

In the event of an incorrect invoice or late repayment, which is attributable to a fault committed by Antargaz, the Domestic Customer is entitled to demand damages as applicable under regional law. If applicable regional law does not provide damages, a Domestic Customer remains entitled to charge Antargaz the same damages, the same late penalties and the same administrative costs as those charged by Antargaz in case of payment default by the Domestic Customer (as described under article 7.5 of these General Conditions).

Article 8 Creditworthiness

8.1 Reasons to request a guarantee from a Domestic Customer

8.1.1 Flemish Region; Walloon Region. Antargaz is entitled to request a guarantee before the start of the Agreement, if a Domestic Customer:

- a) indicates that the supply agreement with its previous supplier was terminated due to irregular payments;
- b) has outstanding debts towards Antargaz (Antargaz may request that any unpaid invoices be settled first),
- c) has accumulated arrears towards Antargaz of at least two invoices in the previous twenty-four months.

Moreover, if the Domestic Customer's Supply Point is in the Flemish Region, Antargaz is entitled to request a guarantee during the implementation of the Agreement, if a Domestic Customer has accumulated arrears of at least two invoices from Antargaz. If the Customer's Supply Point is in the Walloon Region, Antargaz is not entitled to request a guarantee during the implementation of the Agreement

8.1.2 Brussels-Capital Region. Antargaz is entitled to request a guarantee before the start of the Agreement, if a Domestic Customer has outstanding debts towards Antargaz (Antargaz may request that any unpaid invoices be settled first). Antargaz is not entitled to request a guarantee during the implementation of the Agreement.

8.2 Reasons to request a guarantee from a Professional Customer

Antargaz is entitled to request a guarantee before the start and during the implementation of the Agreement, if a Professional Customer:

- a) indicates that the supply agreement with its previous supplier was terminated due to irregular payments;
- b) has outstanding debts towards Antargaz (Antargaz may then request that any unpaid invoices be settled first),
- c) has accumulated payment arrears towards Antargaz of at least two invoices in the previous thirty-six months;
- d) is not or no longer creditworthy, in the opinion of Antargaz. If requested by Antargaz, the Professional Customer will provide any useful information.

8.3 Form of guarantee

8.3.1 Domestic Customer. The guarantee which Antargaz is entitled to demand from a Domestic Customer concerns at most the payment of a sum equal to the estimated consumption over three months in the Flemish and Walloon Region and a sum equal to the estimated consumption over two months in the Brussels-Capital Region.

8.3.2 Professional Customer. The guarantees which Antargaz is entitled to demand from a Professional Customer can include, for example, an advance payment of invoices, a bank guarantee, a guarantee from the parent company or a third party, or the deposit of a sum. In case a Professional Customer represents other parties at the moment of signature of the Agreement, for example by representing a company which is part of the same group of companies, the signing Professional Customer in any case remains jointly and severally responsible to meet the obligations of those third parties pursuant to the Agreement (in particular with regard to the payment of the amount of natural gas and/or electricity consumed through the Supply Point(s) of the Agreement).

8.4 Repayment

Upon termination of the Agreement, Antargaz shall repay the guarantee to the Customer within fifteen calendar days after Receipt of the final invoice, or shall retain all or part of the guarantee to settle unpaid debts. If requested by a Domestic Customer, Antargaz shall repay the guarantee to the Domestic Customer during the implementation of the Agreement, under the condition that the Domestic Customer has paid all its invoices in a timely way for one year, and the Domestic Customer has no outstanding debts towards Antargaz.

Article 9: Suspension and premature termination

9.1 Suspension and premature termination by Antargaz

9.1.1 In general. Antargaz may suspend or immediately terminate the Agreement, without judicial intervention, if technical reasons, independent from Antargaz' intentions, should prevent the deliveries.

9.1.2 Agreement with a Professional Customer. Antargaz may suspend or immediately terminate the Agreement by registered letter, without judicial intervention, if the Professional Customer:

- a) Fails to fulfil its contractual obligations within fifteen calendar days after Receipt of a written notice of default;
- b) Fails to provide a guarantee within fifteen calendar days after a request by Antargaz (as described in article 8.2 of the General Conditions);
- c) Commits fraud or sells the Volume Delivered on to others;

The Agreement shall automatically terminate by law if the Professional Customer is dissolved or goes into bankruptcy.

9.1.3 Agreement with a Domestic Customer. If a Domestic Customer does not comply with its contractual obligations within fifteen calendar days after Receipt of a written notice of default, Antargaz may terminate the Agreement prematurely with a notice period of sixty days, providing Antargaz respects other legal provisions, which include social public service obligations.

9.2 Suspension and premature termination by the Customer

If Antargaz does not comply with its contractual obligations towards a Domestic Customer within fifteen calendar days after Receipt of a written notice of default, or Antargaz does not comply with its contractual obligations

towards a Professional Customer within thirty calendar days after Receipt of a written notice of default, the Customer may suspend or terminate the Agreement prematurely.

9.3 Payment of damages in case of early termination

9.3.1 Agreement with a Domestic Customer or SME. In case of an early termination of an Agreement with a Domestic Customer or SME, Antargaz will not charge any costs.

9.3.2 Agreement with a Major Consumer. Should a Major Consumer unlawfully terminate an Agreement, or if Antargaz terminates an Agreement due to imputable breach by the Major Consumer, Antargaz will have the right to claim from the Major Consumer, a fixed amount in damages of an amount equal to an estimate of the consumption of the Major Consumer for the remaining duration of the Agreement, calculated on the contractual annual consumption of the Major Consumer, multiplied by an amount of ten euros per MWh. Additional damages and interest may increase this compensation if this fixed amount in damages does not cover the actual loss.

Article 10: Power of attorney

The Customer assigns Antargaz the power of attorney to take all necessary steps to switch over suppliers and to access and connect to the Network, as well as to obtain (historical) Meter Readings from the Network Operator.

Article 11: Liability

The Network Operator is responsible for the continuity and quality of the deliveries, as well as the accuracy of Meter Readings. Since Antargaz is not responsible for this area, the Customer must directly address the Network Operator for any loss thus caused (including loss resulting from incorrect, incomplete or delayed invoices by Antargaz caused by incorrect, incomplete or late access to Meter Readings). Connecting and disconnecting Supply Points on the Network are also the responsibility of the Network Operator: all costs related hereto are settled between the Network Operator and the Customer. The liability of Antargaz and Customer relative to each other is limited to the direct material loss resulting from a fault attributable to the other Party.

Article 12: Force majeure

The implementation of the Agreement will be wholly or partially suspended if Antargaz or the Customer are unable to meet their obligations due to force majeure, as normally recognised by the Belgian courts. If force majeure prevents either one of the Parties from fulfilling its contractual obligations, then the Party concerned shall immediately inform the other Party of this in writing. Parties shall keep each other informed about any developments in the force majeure situation. If the situation lasts longer than one month, either Party may terminate the Agreement without being obliged to pay damages to the other Party.

Article 13: Protection of personal data

If the conclusion or implementation of the Agreement requires personal data to be communicated to Antargaz, then the Customer accepts, and Antargaz shall respect, that personal data is processed in accordance with the applicable legal standards, and in particular in accordance with the privacy policy of Antargaz which can be consulted at www.antargaz.be.

Article 14: Moving house

14.1 Provide Antargaz with Meter Readings in a timely manner

If the Customer moves house during the term of the Agreement, the departing Customer must inform Antargaz of this in good time, preferably fourteen calendar days in advance. The Customer must inform Antargaz about the Meter Readings of the previous Supply Point on the effective date of moving house. The Customer also confirms the name and contact details of the new resident or owner.

Antargaz recommends that the Meter Readings be written down and transmitted to Antargaz using the energy transfer document prepared by the regional regulators. The departing Customer signs this transfer document and, preferably, also has the new new/departing resident or owner sign it on the date of key transfer. Despite this advice, the Customer may always opt to inform Antargaz about the requested information in a different way.

14.2 Consequences of non-notification or late notification

If the Customer fails to inform Antargaz about moving house within thirty calendar days after the date of moving house, then the Customer must

continue to meet the obligations pursuant to the Agreement until the calendar day following the day on which the Customer does inform Antargaz of its move (in particular regarding the payment of the amount of natural gas and/or electricity consumed through the Supply Point(s) of the Agreement). Moreover, Antargaz can request that the Network Operator estimate the Meter Readings or determine those Meter Readings at the site (at Customer's costs).

14.3 Continuation of Agreement

The Agreement will remain in force on the new Supply Point after the moving house, unless technical reasons, independent from Antargaz' intentions, should prevent the deliveries, or if a Domestic Customer terminates the Agreement with effect from the date of moving house.

Article 15: Transfer

Antargaz is entitled to transfer the Agreement to a third party without the consent of the Customer, insofar as the third party respects the legal requirements, has the necessary authorisations and respects the conditions of the Agreement.

Article 16: Other provisions

Should a provision or a portion of a provision of the Agreement be considered illegal, unclear or otherwise not effective, the Agreement shall remain in full force and (that portion of) the provision shall be considered to have been disposed of and replaced by a valid provision that resembles the ineffective provision, both in economic terms and terms of its other effects, regarding which one could reasonably assume that the Parties would also have concluded the Agreement with that new provision. If a Party does not make use of a certain law accruing to it under the Agreement, this does not compromise the option of that Party to take recourse to said law later.

Article 17: Applicable law and disputes

This Agreement is governed by Belgian law. For disputes with Domestic Customers, the courts in their areas of residence have exclusive jurisdiction. For disputes with Professional Customers, the commercial courts of Brussels have jurisdiction.