

Energy Distribution SA
GENERAL TERMS AND CONDITIONS OF SALES OF GOODS AND SERVICES

ARTICLE 1. SCOPE

These general terms and conditions, referred to as GTC, exclusively apply to the customer-supplier commercial relationship between Energy Distribution SA, hereinafter referred to as Energy Distribution, and its customer, referred to as the Customer, for any supply of a product or service (Product), whether or not it is associated with said product.

Any exception to these conditions, in particular those resulting from the Customer's terms and conditions of purchase, may only apply with the prior, express and written acceptance signed by an Administrator of Energy Distribution. Energy Distribution reserves the right to amend or adapt the GTC in the event of a change in circumstances, such as a change in legislation, while specifying that the applicable GTC are those in force on the date of the order.

ARTICLE 2. QUOTATIONS AND ORDERS

Only quotations issued in a certified electronic format, bearing the official letterhead of Energy Distribution, and of which the original version is available and viewable at any time in the secure customer area, accessible via one of Energy Distribution's websites, are considered valid and binding. Any other quotation, communicated in a different format, is for information purposes only and cannot in any way engage the liability of Energy Distribution.

All orders for products are firm and definitive as soon as they are accepted by Energy Distribution, in the form of an order confirmation sent by email. Any order placed with Energy Distribution implies the Customer's full and unreserved acceptance of the GTC, which take precedence over all other conditions, unless expressly agreed in writing between Energy Distribution and the Customer.

Any backorders resulting from the temporary or permanent unavailability of the ordered products will not be processed by Energy Distribution, unless otherwise expressly agreed to in writing by both parties.

ARTICLE 3. PRICES AND PAYMENTS

a) **Price**

Prices are exclusive of taxes applicable on the date of the order. Taxes, including VAT and any other excise duties or environmental contributions, if applicable, will be calculated based on the invoice date. Prices exclude any ancillary charges, as specified in the quotation. Unless previously agreed upon by Energy Distribution, invoicing will be carried out in the currency of the Customer's country.

b) **Invoice**

Energy Distribution reserves the right to send its invoices and statements to the Customer exclusively by electronic means. Invoices are payable within 30 days from the invoice date and without discount, unless specific terms have been negotiated in the quotation.

c) **Complaints**

Any complaints regarding the preparation or calculation of an invoice must be submitted digitally to claim@energydistribution.eu within 8 days of the date of the invoice, failing which it will be considered inadmissible. Claims do not allow payment to be withheld or offset beyond the disputed amount.

Any return of products, for any reason whatsoever, requires the prior approval of Energy Distribution. Unless otherwise agreed, the return costs will be borne by the Customer.

d) **Credit Limit**

A credit limit will be applied, equivalent to 25% of the Customer's net turnover with Energy Distribution over the last 12 months. This limit determines the maximum amount of open receivables allowed. In the event of exceedance, Energy Distribution reserves the right to suspend any new delivery or order until regularisation. Adjustments to this limit may be made at the discretion of Energy Distribution. In addition, if there are delays in payment on previous invoices, Energy Distribution reserves the right to reduce or remove this credit limit entirely, and to request cash payment for any future orders.

e) **Late or non-payment**

In the event of late payment, late payment interest will be payable by operation of law, at the legal interest rate in force, without prior formal notice being required. Late payment interest will be calculated on the basis of a full month that has started.

A fixed indemnity for collection costs of 40 euros will also be payable automatically by the debtor. Where the recovery costs actually incurred exceed this fixed amount, additional compensation may be claimed.

These provisions apply without prejudice to any other action for damages that may result from late payment.

f) **Changes**

Any change in the Customer's legal or financial situation (including bankruptcy, liquidation, cessation of activities, judicial reorganization, seizure, change of legal status, or any other event affecting its solvency) must be reported by

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email to Energy Distribution at admin@energydistribution.eu. Depending on the situation, Energy Distribution reserves the right to cancel current orders, refuse new orders, request additional guarantees or change payment terms and terms, including credit limits granted.

ARTICLE 4. DELIVERIES

a) Responsibilities

Unless otherwise specified in the quotation, deliveries are made to the address registered in our database and associated with the Customer's account at the expense of Energy Distribution.

If the delivery address indicated on the purchase order by the Customer differs from the official address recorded in our database, the responsibility for transportation and the associated risks are transferred to the Customer as soon as the goods leave our warehouse. Energy Distribution reserves the right to accept or refuse any change of delivery address, this option being limited to deliveries within the same country of delivery as the address registered in our database.

b) Delivery

Delivery times, if communicated, are for information purposes only and in good faith. Exceeding these deadlines, regardless of the cause, does not entitle the Customer to compensation or to a waiver of the contractual obligations arising from the offer. In the event of the Customer's failure to comply with its payment obligations related to previous deliveries, Energy Distribution reserve the right to postpone the delivery of the ordered goods.

c) Reception of goods

Upon receipt of the products, the Customer is required to check, in the presence of the carrier, that the packaging of each delivery unit does not show any visible damage or shortcomings. In the event of a damage or missing items, the Customer must:

- Record clear, precise and complete remarks on the transport documents or the delivery note, at the time of delivery;
- Confirm these remarks by email to claim@energydistribution.eu within three business days of receipt of the products.

If the Customer fails to comply with this procedure or if the claim is manifestly unfounded, the Customer will not be entitled to any replacement or refund of the products.

If a quantity discrepancy is found during the product inspection, this must also be communicated by email to claim@energydistribution.eu within three working days of receipt of the products.

ARTICLE 5. WARRANTIES AND LIABILITIES

a) Warranty

All warranty requests must be sent digitally to the following address: claim@energydistribution.eu

b) Legal guarantee of conformity

In accordance with European legislation, Energy Distribution guarantees that the delivered products comply with the offer and are free from material or production defects upon delivery. This warranty is valid for a period of two years from the delivery of the products. This warranty period does not apply to apparent defects found upon receipt of the products, which must be reported within three working days of delivery.

c) Notification of defects

The Customer must check the products as soon as they are received. In the event of visible defects or other apparent defects, these must be notified within three working days of receipt of the products.

In the case of hidden defects, the claim must be made within three working days of the discovery of the defect. In the absence of notification within these periods, the products are considered to have been accepted by the Customer.

d) Solutions

In the event of a problem of conformity or hidden defects, Energy Distribution will repair or replace defective products at its discretion. If repair or replacement is impossible or fails after two unsuccessful attempts, the Customer may request a reduction in the purchase price.

e) Warranty Exclusions

The warranty does not cover defects resulting from improper use, neglect, modification of the products not authorized by Energy Distribution, or normal wear and tear of the products. The warranty also does not apply if the products have been installed or used in a manner that are not in accordance with the manufacturer's instructions.

f) Limitation of Liability

Under no circumstances may Energy Distribution's liability exceed the value of the defective products, and it does not

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cover indirect or immaterial damages. The legal guarantee of conformity remains applicable, and the Customer's rights relating to the legal warranty against hidden defects or any other applicable legal provision are preserved.

g) Responsibilities

With regard to products, Energy Distribution acts as a distributor and cannot:

- be held responsible for defining the Customer's needs in both quantitative and qualitative terms. The choice of products is made under the sole responsibility of the Customer. It is therefore up to the Customer to carry out, or have carried out by a qualified and specialised third party of its choice, prior to its order, a detailed analysis of its needs and objectives;
- be held responsible for the accuracy of the technical characteristics and data of the products and services as these characteristics and data appear in the catalogues, brochures, price lists, advertising materials, offers, etc., distributed by Energy Distribution, regardless of the medium used. This information is provided for information purposes only and is subject to change without notice. Energy Distribution may use artificial intelligence technologies to improve the quality and completeness of product specifications and technical data. In any case, it is the responsibility of the Customer to refer to the manufacturers' instructions and any other information included in or displayed on the product or its packaging;
- be deemed responsible for the project management of the project in which the products supplied by it are intended to be used;
- be held responsible for the installation of the products ordered or in the event of abnormal use or damage resulting from non-compliance with the standards, rules and/or methods of installation or use of said Products. The Customer is required to read the manufacturers' instructions and any other information included in or displayed on the Product or its packaging. The installation of the products is carried out under the sole responsibility of the Customer. If necessary, the Customer must approach qualified professionals in order to install the Product.

Any information, advice, recommendation or technical study is provided for information purposes only and Energy Distribution cannot be held liable.

Energy Distribution will not be liable under any circumstances for any prejudice or immaterial and/or indirect damage, such as loss of turnover, customers or image, late payment penalties, caused to the Customer. In any event, if Energy Distribution were to be held liable for the Products sold or installed, except in the case of fraud or gross negligence, regardless of the cause of the damage or its nature, this liability may not exceed the invoiced pre-tax price of the Product causing the damage.

ARTICLE 6. RESERVATION OF TITLE

The transfer of ownership of the products to the Customer will only take place after Energy Distribution has received full payment for the order. In the event of non-compliance with a payment deadline, we reserve the right to immediately claim back the products at the Customer's expense, up to the amount unpaid. This withdrawal automatically leads to the cancellation of the sale, without any other formality than a formal notice by registered letter.

In the event that the Customer acquires the products for resale or distribution, Energy Distribution expressly authorizes the Customer to resell the products prior to the transfer of ownership, provided that such products are sold on our behalf. In the event of late or non-payment on the part of the Customer, the latter must ensure that the receivables resulting from the resale are automatically due to Energy Distribution, vis-à-vis the third-party purchaser.

Notwithstanding this clause of reservation of title, the Customer assumes full responsibility for the risks associated with the loss or destruction of the products before full payment for them.

ARTICLE 7. CONDITIONS FOR PROMOTION AND SALE

These general terms and conditions define the criteria and obligations applicable to the Customer of Energy Distribution, with a view to ensuring compliance with quality standards, sustainability, and alignment with the image of the brands distributed by Energy Distribution.

a) Criteria

To be eligible, the Customer must:

- Exhibit a premium-quality image: maintain a positioning that aligns with the values of the high-quality and sustainable products offered by Energy Distribution.
- Demonstrate necessary expertise: have a proven track record in distributing premium brands and the demonstrated ability to represent these brands.

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- Maintain responsible practices: comply with high standards of business ethics, sustainability, and management of business relationships.
- b) **Requirements for Product Presentation and Management**
To ensure an accurate and faithful representation of the trademarks, the Customer must:
 - Keep the product range up to date: the Customer must regularly replenish the stock of the products they offer for sale online.
 - Brand promotion: products must be presented in a well-maintained manner, using materials that meet the provided guidelines, including detailed descriptions, professional visuals, and regularly updated information.
 - Commitment to quality: the presentation tools must reflect the high-end image of the represented brands.
- c) **Management of Intellectual Property and Trademarks**
The Customer is permitted to use the names, logos, and other intellectual property rights of the brands in connection with the promotion and sale of the respective products, only after written consent from Energy Distribution. Any use of trademark elements must strictly follow the provided guidelines to preserve their integrity and perception.
- d) **Conditions Regarding Distribution and Territoriality**
 - Active sales: The Customer is allowed to actively market the Products online only in areas where they have a registered entity, in accordance with the distribution agreements with Energy Distribution. This restriction is intended to meet the defined distribution criteria to ensure a faithful and consistent representation of the brands.
 - Passive sales: The Customer is free to fulfill unsolicited orders from customers in other areas. Such passive sales are not subject to any restrictions, in accordance with European competition rules.
 - Respect for territorial boundaries: Any commercial activity must comply with the geographical boundaries agreed upon by the parties, in accordance with applicable law, including European competition and distribution regulations. Such restrictions must not unjustifiably limit the Customer's access.
- e) **Standards for Online Sales and Sales to Third Parties**
The Customer must have a professional online platform that adheres to the presentation standards and values of the represented brands.
 - Sales via third-party platforms (e.g., Amazon, eBay) are only allowed with prior written consent from Energy Distribution.
 - Compliance with the quality and image standards defined by Energy Distribution is required.
- f) **Compliance and Alignment of Commercial Practices**
The Customer must refrain from any practices that associate products or brands distributed by Energy Distribution with "discount" or "outlet" marketing models.
The infrastructure, both physical and online, must reflect an image that aligns with the premium values and brand standards of Energy Distribution.
The Customer must ensure that their practices are in compliance with the commitments outlined in the general sales terms and provided guidelines.
- g) **Transparency and Compliance with Trade Rules**
All applicable rules and procedures must be uniform, fair, and transparent for the various Customers. Energy Distribution ensures that no unjustified restrictions are imposed on passive orders or legitimate commercial opportunities.

ARTICLE 8. FORCE MAJEURE

Our contractual obligations will be suspended by operation of law and without formality and our liability will be released, in the event of the occurrence of an event constituting a case of force majeure within the meaning of Article 5.226 of the Civil Code. A case of force majeure includes, but is not limited to, a state of war, a revolt, riots, civil or military movements, actions taken by civil or military authorities, embargoes, explosions, strikes or industrial disputes, a lockout, a lack of raw and auxiliary materials, a lack of labour resources, a breakdown or shutdown of public utility equipment, floods and other exceptional climatic circumstances such as snow or persistent frost, fire or storm, lack of available means of transport, exceptional traffic disruptions, epidemics, accidents, which prevent the normal execution of orders, either on the part of Energy Distribution or on the part of one of its suppliers.

ARTICLE 9. NULLITY

If any provision or part of a provision of the GTC, an offer or an order to which these General Terms and Conditions of Sale apply, is declared invalid, this shall be replaced as far as possible by a valid, legal and enforceable clause reflecting as far

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as possible the original intentions, while the other provisions of these General Terms and Conditions, of the offer or order to which they are applicable, remain in force.

ARTICLE 10. APPLICABLE LAW AND COMPETENT COURTS

Any dispute, whether or not relating to the interpretation, execution or payment of orders, is subject to Belgian law. Only the courts of Liège, Division de Huy will have jurisdiction, even in the event of an incidental claim, a warranty claim or in the event of multiple defendants. The special conditions of the sale, the various methods of dispatch or payment, the acceptances of payment or cash on delivery, as well as the place of delivery, may not operate novation or derogation from this clause. However, we expressly reserve the right to bring the case before the Court of the Customer's corporate headquarters.

ARTICLE 11. LANGUAGE

These GTC have been drafted in French, Dutch, German and English. In the event of any discrepancy between the French texts and the others texts, the French text shall prevail.