

1. Definitions and scope

1.1. DEFINITIONS

Annual Consumption: The annual consumption of electricity and/or natural gas for the provision of power to all the Customer's Supply Points as specified in the Special Terms and Conditions.

Average Monthly Amount Due: the average amount due on a monthly basis by the Customer calculated on the basis of the invoices covering the last twelve months for the Customer with a monthly meter reading (MMR) or a remote meter reading (RMR) and on the basis of the last regularisation invoice covering a period of twelve months for the Customer with an annual meter reading (AMR). In the absence of an invoice covering the last twelve months for customers with an MMR or RMR meter or a regularisation invoice covering a twelve-month period, the average amount will be calculated on the basis of the agreed annual contractual quantity divided by 12, calculated at the contractual energy price. If this energy price is not fixed, it shall be calculated on the basis of the value of the parameters of the price formula on the date on which the contract effectively ends, in accordance with Articles 7.2. and 8 of these General Terms and Conditions.

Charges and Taxes: all general forms of taxes, duties, VAT, levies, fees, dues, contributions, supplements or charges, with immediate or retroactive effect, in the form that they may be established and imposed from time to time by the public, semi-public or regulatory authorities, and which the Supplier can or must pass on to the Customer with retroactive effect over the previous three (3) years up to the date of the invoice to which they relate.

Contract or Supply Contract: this contract for the Supply of energy, consisting of the Special Terms and Conditions, the General Terms and Conditions, and any amendments to the Special Terms and Conditions and the General Terms and Conditions.

Customer: The natural or legal person identified in the Special Terms and Conditions who has entered into a natural gas and/or electricity Supply Contract with the Supplier for professional purposes. The customer certifies that it is a professional customer signing a contract for the purposes of its professional activity, and is duly authorised to act in the name and on behalf of the Supply Point(s). The customer has informed the Supplier of its VAT status, in writing.

DNO: The electricity or natural gas distribution network operator(s) to which the Supply Point(s) is/are connected.

Guarantee Deposit: A guarantee deposit provided by the Customer to the Supplier, in the form of an unconditional bank guarantee, a Parent Company Guarantee, or a payment in the form of a guarantee deposit for the payment of invoices owed to the Supplier.

Injection: the supply, by the Customer, to the grid, of electricity, produced by the Customer's own installations. Injection is incidental to the supply contract.

Network Costs: All costs, taxes, fees, and remuneration in general, with immediate or retroactive effect, in the form that they are established, at regular intervals, by the Transmission System Operator and Distribution Network Operator, owed for the connection and utilisation of their networks, as well as for ancillary services. The Supplier can or must pass on these costs to the Customer with retroactive effect over the previous three (3) years up to the date of the invoice to which they relate.

Registered mail: conventional or electronic registered mail complying with the requirement of Article 44 of the European Union Regulation of 23rd July 2014 No. 910/2014.

Related companies: related or associated companies as defined in Article 1: 20 of the Belgian Companies and Associations Code.

Supplier: The product supplier as identified in the Special Terms and Conditions, that is to say, TotalEnergies Power & Gas Belgium SA.

Supply Point(s): The place(s) of physical delivery of the electricity or natural gas identified by a unique code (EAN).

Similar Sampling Profile: A Supply Point with the same characteristics of predictability of consumption and which is intended for activities similar to the Supply Point(s) in the initial contract.

Supply: The Supply of electricity and/or natural gas by the Supplier to the Customer.

TSO: The electricity and natural gas transmission system operator(s) in Belgium.

1.2. SCOPE

These General Terms and Conditions are applicable to the Supply of electricity, gas and/or associated Services to professional customers.

2. Documents constituting the Supply Contract

The Supply Contract entered into between the Parties is comprised of the following documents:

- The Special Terms and Conditions;
- The General Terms and Conditions of Sale;
- Any amendment to the Special Terms and Conditions or the General Terms and Conditions completed by the Parties;
- The Tariff Card, available on the website <https://totalenergies.be>, if other tariffs have not been specified in the Special Terms and Conditions.

The Special Terms and Conditions and its amendments shall prevail over the General Terms and Conditions and its amendments.

All contractual relations between the Parties relating, in the broadest sense, to the Supply of electricity and/or gas are subject to these General Terms and Conditions, to the express exclusion of any contractual purchase conditions of the Customer.

Any additions, amendments to or derogations from these General Terms and Conditions may only be made in the form of a written amendment to the General Terms and Conditions signed by both Parties. If such an amendment has been drawn up, it shall take precedence over these General Terms and Conditions.

3. Amendment to the Supply Contract

The Supply Contract may only be amended unilaterally by the Supplier, subject to compliance with the following procedure:

- The Customer shall be notified of proposed amendments thirty (30) calendar days before they come into force;
- This communication shall be validly made by simple writing, by e-mail, by a message sent via the Customer's secure extranet or by an explicit statement on an invoice;
- The Customer shall be deemed to have accepted the proposed changes, unless it notifies the Supplier by registered mail within thirty (30) days of the Supplier's communication of the proposed changes that it prefers termination of the Contract to the change. In this case, the Supplier shall inform it whether the Supply Contract shall be continued under the old conditions or whether it shall be terminated with a minimum of thirty (30) calendar days' notice, in which case no compensation shall be due by the Supplier, the old conditions remaining in force until the effective termination.

Unilateral modifications to the Supply Contract shall not be deemed to be those imposed by legal or regulatory provisions of any kind.

Each time the Supply Contract is renewed, it is deemed to be renewed on the basis of the most recent version of the General Terms and Conditions.

The Customer may consult this most recent version on the website (<https://totalenergies.be/fr/professionnels/conditions-de-vente>)

4. Purpose of the Contract

- 4.1. The Customer undertakes to draw from the Supplier the Annual Consumption of electrical energy and/or natural gas to supply the Supply Point(s).
- 4.2. The Supplier undertakes to supply the Supply Point(s) with electricity/natural gas in accordance with the applicable regulations.
- 4.3. The Customer can request the relocation of its Supply Point(s). The Supplier must be notified of this by registered letter with acknowledgement of receipt no later than thirty-five (35) days before the desired relocation date. The Supplier shall make efforts to adapt the contractual procedures to the Customer's new Supply Point(s). If the Contract cannot be adapted, the Contract can be terminated at the Customer's request under the conditions specified in Article 11.8.
- 4.4. As the electricity and/or gas supplier, the Supplier is not responsible (i) for the physical provisioning of the Supply Point(s), or (ii) the quality of the electricity or gas.

5. Forced Sales of Injection (Commercialisation Contrainte de l'Injection)

5.1. The injection of electricity can only take place under the following conditions:

- The Supplier has been registered as a supplier for the Supply Point(s) in the DNO's access register;
- The Customer's connection has already been connected to the distribution network and has not been taken out of service;
- In the case of a new connection or a closed connection, the meters have been opened by the DNO.

5.2. Without prejudice to Article 5.1, the Injection shall enter into force:

- For an existing installation, on the date agreed between the Customer and the Supplier when the Contract is concluded;
- For a new installation, on the date on which the installation has been correctly connected, checked and commissioned in accordance with the connection rules, as notified by the DNO to the Supplier.

The Supplier can never be held liable for any damage caused by a delay in the start of deliveries due to events beyond its control.

5.3. The electricity injection will be subject to the conditions indicated in the Tariff Card injection of the month in which the Contract was signed, which can be found on <https://totalenergies.be/fr/grandes-entreprises/cartes-tarifaires>. If the Supply Contract is renewed, the electricity injection will be subject to the conditions indicated in the Tariff Card injection of the renewal month. For Customers who have entered into a Supply Contract based on Supply Points located in the Walloon region before 01/01/2024 and who do not have a Tariff Card injection, the electricity injection will be subject to the Tariff Card injection of January 2024, which can be found on the website <https://totalenergies.be/fr/grandes-entreprises/cartes-tarifaires>.

5.4. The Customer may benefit from the system of compensation between the quantities of electricity withdrawn from and injected into the network in compliance with the law and regulations. In any case, this deduction can never result in a refund by the Supplier.

5.5. The Supplier shall draw up an invoice proposal in the name and on behalf of the Customer using the self-billing tool available in the My TotalEnergies customer area. The invoice proposal is drawn up by the Supplier on the basis of the measured or estimated injection data made available to the Supplier by the DNO(s) in question. The invoice proposal shall be accepted by the Customer. In the absence of acceptance or contestation by the Customer within 30 days of the date of the invoice proposal, the Supplier reserves the right to consider the proposed invoice as accepted. The Supplier shall pay the invoice within 30 days of its acceptance by the Customer. In the event of late payment, the Customer has the right to charge interest on arrears after giving the Supplier written notice of default by registered letter, the rate of interest being determined in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions.

5.6. The Supplier can never be held liable for any damage resulting from a delay by the DNO in making the data available.

5.7. The Supplier reserves the right to deduct from the open invoices due to the Customer for injection any sums owed by the Customer to the Supplier for the supply of gas and/or electricity or for the provision of specific services.

5.8. The Supplier undertakes to make every effort to ensure the proper functioning and the security of the self-billing tool by all reasonable means.

5.9. The Injection will be terminated at the same time as the Supply Contract, in accordance with the terms stipulated in Article 7.2

6. Formation of the Supply Contract

The Supply Contract shall be deemed as entered into and shall come into effect on the date on which it is signed, subject to application of Article 21 of these General Terms and Conditions and the approval of the Customer by the Supplier's credit insurer. Acceptance of the Supply Contract shall be demonstrated by the signature of both parties or by any other means considered acceptable by the Supplier. If the signature is missing from the Contract, the Customer's acceptance of the Contract may be inferred from proof that the Customer has paid one or more of the Supplier's invoices.

7. Duration of the Supply Contract

7.1. The Supply Term shall be defined in the Special Terms and Conditions and is calculated from the date indicated in the Special Terms and Conditions. In any case, the energy supply cannot start unless:

- The Supplier has been registered as the supplier for the Point(s) of Supply in the access register of the Distribution Network Operator;
- The Customer's connection has been connected to the distribution network and has not been decommissioned;
- In the case of a new connection or a closed connection, the meters have been started up by the Distribution Network Operator. The Supply Contract shall not be deemed as having been entered into if the meters have not been started up after a period of three hundred (300) days from submission of the request to start up the meter by the Supplier to the Distribution Network Operator, unless the Supplier expressly agrees to start the supply if this period has elapsed and the Distribution Network Operator has started up the meters.

The Supplier cannot be held liable at any time for any damages caused by the delayed start of supplies due to events beyond its control.

7.2. The Supply Contract shall be terminated,

- At the end of the Supply Term, subject to notice being served in writing to the other party at least three (3) months before the expiry of the Supply Contract. A change of energy supplier communicated by the Distribution Network Operator to the Supplier shall be valid as sufficient notification of termination, as long as the notice period has been observed;
- On the date of notification of early termination in accordance with Article 8;
- In the case of Force majeure, in accordance with Article 15.

7.3. Unless it is terminated under the conditions of Article 7.2. or unless a new Supply Contract is concluded with the Supplier for the Supply Point(s), the Contract shall be tacitly renewed, at each expiry date, for a period of one year.

Whether the tariff formula of the initial contract provided for a fixed price or an indexed price, the price of energy will be converted to an indexed price from the date of this renewal. A fixed annual amount per Supply Point will be due by the Customer (subscription). The indexed price and the subscription amount are available at the following link: (<https://totalenergies.be/fr/tacitrenewalb2b>).

Whether the energy supplied under the initial contract is green or grey, the energy type is converted into grey energy from the date of renewal.

The value of the green certificates and co-generation certificates shall correspond to the amount of the maximum administrative fine imposed by the competent regional authorities.

The other conditions of the Supply Contract remain unchanged.

8. Early termination

8.1. Without prejudice to its right to damages, the Customer may terminate the Supply Contract with immediate effect, subject to notifying the Supplier by registered mail, in the following cases

- In the event of the Supplier's failure to fulfil one or more of its contractual obligations, a failure which the Supplier has not remedied within fifteen (15) days of formal notice by the Customer;
- In the event of fraud or wilful misconduct on the part of the Supplier, without the need for prior notice of default.

8.2. Without prejudice to its right to damages, the Supplier may either suspend delivery or terminate the Supply Contract, entirely or partially, in the following cases:

- (i) If the Customer fails to pay for more than fifteen (15) days after the Supplier has served formal notice;
- (ii) In the event of any breach by the Customer of one or more of its contractual obligations, a breach which it has not remedied within fifteen (15) days of formal notice by the Supplier;
- (iii) In the event of fraud or wilful misconduct on the part of the Customer. In this case, the Supplier shall notify its decision by registered mail.

8.3. In the event of termination and if the Customer fails to designate another supplier on expiry of the Supply Contract, the Supplier is entitled to ask the DNO, without further notification to the Customer, to cut off the supply to the Supply Point(s). The Supplier cannot be held responsible for any damage resulting from this power cut-off. The costs resulting from the Supply cut-off are payable by the Customer and will be invoiced in full.

As long as the Supplier has not cut off the supply in accordance with the previous paragraph and as long as the Customer has not chosen another supplier, the Supply shall continue on the basis of the following principles:

- (i) the Supply is deemed to be for an indefinite period and either Party may terminate it at any time with immediate effect, for the Customer by choosing another supplier and for the Supplier by requesting the DNO to cut off the supply;
- (ii) the price applicable to the Supply is available at the link: <https://totalenergies.be/fr/termination>.

9. Specific provisions applicable to SMEs

9.1. If the Customer is an SME within the meaning of Article 1.63 of the Law of 12th April 1965 and Article 2.50 of the Law of 29th April 1999, it shall be entitled to terminate its Supply Contract by giving one (1) month's notice in writing, without any termination costs. A change of energy supplier communicated by the DSO to the Supplier is in this case sufficient notice of termination, provided that the notice period has been respected.

9.2. By way of derogation from Article 7.3, two (2) months before the expiry of the Contract, the Supplier shall notify the Customer in writing of a proposal for new prices and conditions by non-certified document, by e-mail, by a message sent via the Customer's secure extranet or by an explicit statement on the invoice. This proposal shall be applicable at the time of renewal of the Contract, provided that the Customer has explicitly accepted the proposal within the specified period. In the absence of explicit acceptance by the Customer, the Supplier shall apply the prices and

conditions of its cheapest equivalent product at the date of expiry of the Contract. In this case, the Supplier shall inform the Customer of the new prices and conditions at the end of the Contract.

10. Transfer of ownership and risk

The transfer of ownership and risk of the electricity or gas supplied takes place for each Supply Point immediately downstream of the last piece of equipment owned by or in the custody of the relevant DNO.

11. Responsibilities and compensation

11.1. Except in the cases provided for in these General Terms and Conditions and unless mandatory legal provisions to the contrary exist, the Supplier shall only be liable, contractually or extra-contractually, for damage caused to the Customer or to any other person as a result of gross negligence, fraud or wilful misconduct on the part of the Supplier.

11.2. In such cases where the Supplier is obliged to pay damages, it shall not be liable to pay compensation for unforeseeable, indirect or consequential damages including but not limited to: loss of profit, loss of production, reduction in the value-in-use, loss of goodwill, loss of business opportunities, etc.

11.3. In all cases, any damages and interest owed by the Supplier shall not exceed an amount equivalent to three (3) times the Average Monthly Amount Due prior to the date on which the misconduct was committed by the Supplier, subject to a ceiling of € 50 000 per claim. The Customer shall notify the Supplier by registered mail of any claim for compensation within thirty (30) calendar days of the occurrence of the harmful event or after the loss has been reasonably ascertained, failing which the compensation shall lapse.

11.4. If the Contract is concluded with more than one Customer, each Customer is liable for the Contract Volume for the EANs allocated to it in the Contract. If one or more Customers terminate their contract, this shall not affect the supply of the other Customers.

11.5. Any claim concerning the quality or continuity of Supply to a given Supply Point must be sent exclusively to the competent DNO.

11.6. In the event of early termination of the Supply Contract in accordance with Article 8.1., the Supplier shall owe the Customer a flat-rate compensation, the amount of which may not exceed that provided for in Article 11.3.

11.7. In the event of early termination of the Supply Contract in accordance with Article 9.1., the Customer shall not owe any compensation.

11.8. In the event of irregular termination by the Customer or termination of the Supply Contract as referred to in Article 8.2., the Customer shall owe compensation at a minimum value corresponding to three (3) times the Average Monthly Amount Due per remaining contract year(s) (full and/or commenced). This compensation is without prejudice to the Supplier's right to claim administrative costs with a minimum lump sum of € 300 and possible additional damages if this lump sum compensation does not cover the loss actually suffered.

12. Balancing responsibility - change of profile

12.1. The Customer undertakes to draw the Annual Consumption necessary to supply its professional activity. This total volume of Supply must be based on all the sites concerned and transmitted to the Supplier by the Customer or its intermediary.

12.2. Unless otherwise stipulated in the Special Terms and Conditions, the Customer has an annual flexibility of 10% in relation to the Annual Consumption. In any case, the Customer shall have an annual flexibility of 15 MWh.

12.3. The Customer has the right to add or remove one or more Supply Points provided that the annualised volume added or removed does not exceed the thresholds specified in Article 12.2. In this case, the price conditions applied will be those defined in the Contract. To benefit from this, the Customer will contact the Supplier via their customer space or their usual point of contact.

Otherwise, the Customer is obliged to negotiate the addition or removal of the Supply Point(s) with the Supplier in order to obtain a new price.

12.4. The Customer shall immediately notify the Supplier of any change in meter types during the course of the contract (single-rate, dual-rate or night-time only) or of any error in the meter type identified in the Special Terms and Conditions. The Customer will communicate this information to the supplier via his customer space or his usual contact point.

12.5. The Customer shall communicate to the Supplier the necessary information about any event that may lead to exceed the thresholds of the flexibility range. This information includes, but is not limited to: data relating to the commissioning or shut-down of a device and its expected power drawn, data relating to the addition or removal of a supply point, periods of inspection and maintenance of installations or the possible consequences of strikes. The Customer will communicate this information to the supplier via his customer space or his usual contact point. This communication must be made in advance and within a maximum of fifteen (15) days of becoming aware of the event.

12.6. The Customer undertakes to inform the Supplier of the planned commissioning of any electricity production facility on its site. The Customer will communicate this information to the supplier via his customer space or his usual contact point. This notification must be made one month before the installation is commissioned. If the Customer wishes to sell part of its self-generated electricity to the Supplier, a separate contract must be concluded for the purchase of electricity by the Supplier (injection contract).

12.7. In the cases referred to in Articles 12.4., 12.5. and 12.6., the Supplier reserves the right to revise the Contract to cover the costs incurred as a result of the change in the Customer's consumption profile. This revision may concern the price and/or the volume to be supplied.

12.8. In the event of real consumption of less than 90% of the Annual Consumption specified in the special conditions, the Supplier reserves the right to invoice the Customer a price supplement as compensation for losses suffered for the part of the volumes not consumed that is less than 90% of the Annual Consumption. This price supplement calculated at a frequency depending on the duration of the Customer's contract with the Supplier, whether or not it is renewed at the end of the contractual period in question and the type of meter reading in question, will be equal to the difference between the contract price and 75% of the average spot price defined on the energy market exchange (parameters = BELPEX Day Ahead spot for electricity and TTF Day Ahead spot for gas) for the period in question, multiplied by the part of the volumes not consumed that is less than 90% of the Annual Consumption. If, over this period, 75% of the average spot price defined on the energy market exchange is higher than the contract price for the period in question, this price supplement will be zero.

In the event of real consumption in excess of 110% of the Annual Consumption specified in the special conditions, the Supplier reserves the right to invoice the Customer a price supplement as compensation for losses suffered for the part of the volumes consumed in excess of 110% of the Annual Consumption. This price supplement shall be equal to the difference between 125% of the average spot price defined on the energy market exchange (parameters = BELPEX Day Ahead spot for electricity and TTF Day Ahead spot for gas) and the contract price for the period in question, multiplied by the part of the volumes consumed in excess of 110% of the Annual Consumption. If, over this period, 125% of the average spot price defined on the basis of the energy market is lower than the contract price for the period in question, this price supplement will be zero.

The parameter prices are published daily on <https://www.epexspot.com/en/> market-data for electricity and <https://www.eex.com/> for gas. The Supplier shall also be entitled to claim € 300 as an administrative fee for the calculation of this compensation.

12.9. At the Supplier's request, the Customer undertakes to send the Supplier its daily or monthly consumption forecasts in order to enable the Supplier to ensure reasonable management of supplies, as well as compliance with its obligations for responsible balance.

13. Energy sharing and community

The Customer must inform the Supplier of their willingness to engage in energy sharing or participate in an energy community at least 60 days prior to any activity related to this energy sharing or energy community. Where applicable, the Customer shall indicate to the Supplier the energy volumes and Supply Points potentially impacted by these activities.

In the event of energy sharing or participation in an energy community, the Supplier reserves the right to propose a new supply contract to the Customer that takes into account the impact of these activities on the Customer's consumption profile, including its predictability, as well as the additional operational costs generated by the sharing operation or related to the activities of the energy community.

If the Customer refuses the Supplier's proposal, and if the Parties fail to conclude a new agreement within 15 days of the Supplier's proposal, the Customer may terminate the Contract with one month's notice, only for Supply Points impacted by the energy sharing or participation in an energy community, the previous conditions remaining in force for the other Supply Points until the end of the Contract. In the event of termination of the Contract by the Customer, for the Supply Points impacted by the energy sharing or participation in an energy community, the Supplier reserves the right to claim a termination indemnity according to Article 11.8., based on the consumption of the Supply Points in question

14. Bankruptcy - judicial reorganisation

14.1. In the event of the bankruptcy of one of the Parties, this Contract shall be terminated by operation of law with immediate effect on the date of the judgment declaring the bankruptcy, without the need for prior notification of the other Party or judicial intervention.

14.2. As soon as the Customer is admitted to a judicial reorganisation procedure, the Supplier shall be entitled to send its invoices on a fortnightly basis, or even at shorter intervals depending on the circumstances. These invoices shall be payable in cash upon receipt. If a single invoice is not paid on the due date, the Supplier may terminate the Supply Contract, without prior notice and without prejudice to the Supplier's right to claim compensation for any loss suffered in accordance with Article 11.8.

If the Supply continues beyond the end of the Supply Contract, this Supply shall be made based on the principles of the Supply Contract, except that the applicable price shall correspond to the price indicated at the link: <https://totalenergies.be/fr/judiciaireorganisation>.

14.3. In the event of a judicial reorganisation in the Customer's company, all invoices still due during the period of deferment granted to the Customer shall become immediately payable. In application of Article 35 §1 of the Law on the Continuity of Companies, the Supplier reserves the right to terminate the Supply Contract if the Customer has not paid its invoices within fifteen (15) days after it has been given notice of default for them.

14.4. The bankruptcy of the Customer or the cessation of its activities shall terminate the Contract. All open invoices shall be due at that time and the Supplier reserves the right to offset all open invoices against any claims of the Customer resulting from the conclusion of another Supply contract, an electricity injection contract, a Guarantee contract, and/or the conclusion of a contract for the purchase of green certificates.

If the Supplier's Supply continues beyond the date on which the Customer is declared bankrupt at the request of the receiver, the principles set out in Article 14.2, paragraph 2, shall apply mutatis mutandis.

15. Force Majeure

15.1. The Parties shall understand Force Majeure to mean exceptional circumstances, whether foreseeable or not, the occurrence or effects of which the Parties could not reasonably have prevented, and which are of such a nature as to prevent or make abnormally burdensome, temporarily or definitively, the fulfilment of all or some of their obligations under the Supply Contract, taking into account the diligence that may reasonably be required of them.

The following in particular shall constitute force majeure strikes, lockouts, work stoppages or any other collective labour dispute, war, civil unrest, destruction by fire or any other cause, partial or complete paralysis of traffic, judicial or governmental decisions, total or partial failure of the Supplier's suppliers, subcontractors or agents, any form of interruption (scheduled or unscheduled, with or without fault) in the transmission and/or distribution of gas/electricity, any general failure of a Transmission System Operator or Distribution Network Operator, the fact that the Supplier is unable to obtain supplies of gas/electricity, failures of computer systems or means of communication. The Customer shall not be considered to be under force majeure in the event of a strike or lock-out.

15.2. In the event of Force Majeure, the parties are entitled to suspend one or more of their obligations, either partially or totally. An obligation to pay a sum of money shall never be affected by Force Majeure. The Party that cannot comply with one of its obligations under the Contract shall immediately notify the other Party and take all measures to remedy the situation or limit its scope and consequences.

15.3. Each of the Parties is entitled to terminate the Supply Contract if the case of Force Majeure lasts for more than one (1) month.

15.4. No form of compensation or damages shall be due by either Party to the other in the event of suspension or termination of the Supply Contract as a result of Force Majeure, subject to adequate compensation for any unjust enrichment that the Force Majeure or its consequences would have caused to either Party.

16. Hardship

The Parties agree that the Contract has been entered into and the price has been agreed taking into account the existing circumstances and the existing legislative and regulatory framework. If, after the conclusion of the Supply Contract, unforeseen circumstances arise which make the performance of the Supply Contract by the Supplier substantially more difficult or more expensive or which are of such a nature as to upset the original contractual balance, and which could not be taken into account by a price adjustment as referred to in Article 17.3, the Supplier shall give notice thereof and the Parties shall negotiate in good faith an adjustment to the Contract. If the Parties fail to reach an agreement within thirty (30) calendar days of the notification, the Supplier may apply to the court to adjust the Contract or may terminate the Contract with thirty (30) calendar days' notice, in which case no compensation shall be due, and the old terms and conditions shall remain in force until the effective termination.

17. Price

17.1. The price is defined in the Special Terms and Conditions by the Parties. All prices are exclusive of Charges and Taxes and Network Costs as defined in Article 1. The Charges and Taxes and the Network Costs shall be paid by the Customer and shall be invoiced to it in a transparent manner without surcharge by the Supplier

17.2. In the event of a change in the name of an index or in the event of the replacement of an index by another index, the new name or the new index shall automatically replace the old name or the old index from the day on which this change becomes final.

Any commission or other payment made by the Supplier to a third party or in return for the provision of Customers or the negotiation of the Supply Contract on behalf of the Supplier shall be included in the price agreed with the Customer.

17.3. In the event that a legislative or regulatory change occurs during the course of the Contract, such as a change in the rules governing the operation of the markets or a change in the rules governing the compensation of quarter-hourly imbalances, which makes the performance of the Supply Contract by the Supplier substantially more difficult, more expensive or is of such a nature as to disrupt the initial contractual balance, the Supplier shall be entitled to adjust the Prices in such a way as to pass on this impact proportionately to the Customer. The Supplier shall notify the Customer in writing, by e-mail, by a message sent via the Customer's secure extranet or by an explicit statement on an invoice. The Customer shall be deemed to have accepted the proposed changes, unless it objects by registered letter sent to the Supplier within thirty (30) days of the Supplier's communication of the proposed changes. In this case, the Supplier shall inform it whether the Supply Contract shall be continued under the old conditions or whether it shall be terminated with a minimum of 30 calendar days' notice, in which case no compensation shall be due by the Supplier, the old conditions remaining in force until the effective termination. Article 17.3. shall apply without prejudice to Article 16 of the General Terms and Conditions.

17.4. Except in cases that give rise to a price adjustment in accordance with Article 17.3. or an adjustment of the contract in accordance with Article 16, the Supplier is entitled to propose a change to the Contract in accordance with Article 3.

17.5. If the Customer is supplied by the Supplier without having entered into a Supply Contract or before the start of supply indicated in the special conditions, the applicable Supply Price and subscription amount can be found at the following link: <https://totalenergies.be/fr/grandes-entreprises/no-contract>

18. Green certificates and co-generation certificates

18.1. Within the framework of the legal obligations to certify part of the electricity supplied with green certificates and co-generation certificates, the Supplier shall invoice the green energy and co-generation contribution to the Customer in accordance with the regional legal provisions.

18.2. The Supplier shall calculate and invoice the green contribution on the basis of the maximum purchase values of the green certificates and co-generation certificates determined in the Special Terms and Conditions. If these maximum purchase values are not determined in the Special Terms and Conditions, the maximum purchase value of the green certificates and co-generation certificates shall correspond to the amount of the maximum administrative fine imposed by the competent regional authorities.

18.3. The Supplier reserves the right to adjust the green contribution due by the Customer downwards, depending on the maximum purchase values of the green certificates and co-generation certificates, if any, set by the competent regulator.

19. Invoicing

19.1. Invoicing is carried out by the Supplier each month on the basis of the measured or estimated consumption data made available to the Supplier by the relevant DNO(s).

19.2. In the event of monthly meter readings, the Supplier shall draw up its invoice on the basis of the actual monthly consumption measured. If, however, the Supplier does not have the actual consumption data in time, the Supplier will invoice on the basis of a monthly consumption that it will estimate on the basis of all relevant parameters, subject to adjustment when the actual consumption data are known.

19.3. In the event of annual meter readings, the Supplier shall draw up its invoice on the basis of the actual annual consumption measured. In this case, however, the Supplier will invoice monthly advances on the basis of the consumption estimated in the Supply Contract, subject to adjustment when the actual consumption data are known. The Supplier may adapt the amount of these monthly advances at any time according to all relevant parameters (actual consumption measured, changes in charges, etc.).

19.4. For any new Customer or for any Supply at a new Supply Point, the Supplier may take into account the past consumption data of the Supply Point(s) communicated by the DNO(s) concerned. By signing the Supply Contract, the Customer gives the Supplier a mandate to request, on its behalf, from the DNO(s) concerned, the consumption data for the last three (3) years at the Supply Point(s).

19.5. The invoice is drawn up and communicated, at the Customer's choice, either on paper or by the usual electronic means (such as e-mail, ZoomIt invoicing system, etc.).

19.6. The invoice shall show the various charges that the Supplier has taken into account at the rates applicable at the time the invoice is issued.

19.7. Any dispute concerning a material error on an invoice must be notified to the Supplier within ten (10) days of the invoice being sent. Any dispute concerning the

actual consumption values or the prices or charges applied must be notified to the Supplier within a maximum of ten (10) days from the date of issue of the invoice. Invoices shall be deemed to have been accepted in the absence of any dispute within ten (10) days of the date of the invoice.

20. Payment periods and interest on arrears

20.1. All Supplier invoices shall be payable exclusively in euros to the Supplier's account and with structured communication, as indicated on the invoices, within fifteen (15) days from the date of issue of the invoice.

20.2. In addition to administrative costs (reminder costs of at least € 9 and notice of default costs of at least € 25), failure to pay an invoice on the due date shall automatically and without notice of default lead to default interest on all outstanding amounts at the interest rate provided for in the Act of 2nd August 2002 on combating late payment in commercial transactions.

20.3. Failure to pay an invoice on the due date shall, without notice of default, render all other invoices issued by the Supplier to the Customer that have not yet fallen due immediately payable.

20.4. All judicial and extra-judicial costs, including reasonable costs of legal assistance within or outside the framework of proceedings, resulting from non-payment within the set time limit, as well as interest on arrears, shall be borne by the Customer.

20.5. These costs shall amount to at least 10% of the amounts due, with a minimum of € 150. If the Supplier grants the Customer payment deadlines, failure to comply with these deadlines shall always result in immediate termination of the Contract.

20.6. In the event of an ordinary dispute of an invoice validly submitted in accordance with the provisions of Article 19.7, the Customer shall in any event pay the undisputed or non-disputable part of the invoice before the due date.

21. Guarantee Deposit

21.1. The Supplier reserves the right to require the Customer to provide a Guarantee Deposit, to increase the amount of existing Guarantee Deposit and/or to make advance payments in the event of late payment or for other justified reasons concerning the Customer, the Customer's direct or indirect parent company, including but not limited to:

- Delay in payment of any sum due by the Customer to the Supplier;
- the deterioration of the Customer's economic and financial situation
- the Customer's economic and financial situation being insufficient to pay the supply invoices according to a risk analysis carried out at the Supplier's discretion during or before the supply period;
- when the Customer repeatedly and unjustifiably invokes invoicing errors as a reason for not paying its invoices;
- where the Supplier becomes aware of any facts that may indicate potential problems of insolvency of the Customer;
- cancellation or reduction of the Customer's cover by the credit insurer contracted by the Supplier;
- a change of control of the Customer or its direct or indirect parent company, the Customer being responsible for informing the Supplier within fifteen (15) days of a change of control.

21.2. The amount of the Guarantee Deposit depends on the volume contracted and the results of the Customer's financial analysis and may amount to a maximum of six months' consumption.

21.3. Unless expressly stipulated otherwise, the Supply Contract shall be entered into subject to the condition precedent of lodging the Guarantee Deposit at least thirty (30) working days prior to the date set for the start of supplies.

21.4. If the Guarantee Deposit has not been lodged within this period, the supply obligation will be suspended until the Guarantee Deposit has been lodged. The Parties shall work together with a view to setting up the Guarantee Deposit promptly and starting the supply on the date scheduled. The Customer shall bear all the consequences of delays to the lodging of the Guarantee Deposit and any delay to the start of the supply, to the discharge of the Supplier, and shall compensate the Supplier for the additional costs incurred.

21.5. This Guarantee Deposit may be allocated by the Supplier, at its discretion, (i) to the interest on arrears referred to in Article 20, (ii) to the payment of the Supplier's invoices when the Customer does not pay them within the period referred to in Article 20, (iii) to the payment of compensation or damages which the Customer may owe to the Supplier and (iv) more generally to the payment of all sums that the Customer may owe to the Supplier.

21.6. If the Supplier has recourse to this Guarantee Deposit, the Customer shall be obliged to lodge an equivalent Guarantee Deposit within a reasonable period of time, which may not exceed thirty (30) days from the date of recourse by the Supplier to the Guarantee Deposit.

21.7. Failure to lodge the original Guarantee Deposit or a replacement Guarantee Deposit shall be considered to be a serious breach by the Customer of its contractual obligations in accordance with Article 8.2, 3 (iii).

21.8. The Guarantee Deposit shall be returned to the Customer within three (3) months of the expiry date of the Supply Contract, subject to payment of the sums due to the Supplier taking into account the regularisation after the expiry date of the contract integrating the effective indexes.

22. Confidentiality

22.1. The Customer and the Supplier acknowledge the confidential nature of the provisions and purpose of this Contract. Without the consent of the other Party, they may not be communicated to third parties, except to their Affiliates, and, provided they accept an express obligation of confidentiality, to their insurers, insurance brokers, advisors, consultants, subcontractors, financial institutions. Each Party remains liable for any breach of this confidentiality obligation. The network operator and the competent authorities shall not be considered to be third parties. This article will remain in force for three years after the end of the Contract.

22.2. Any information of a technical or commercial nature that the Supplier discloses to the Customer in the course of the performance of this Contract, concerning the Supplier, its activities, its Customers, suppliers or partners, shall be considered confidential.

22.3. However, information that the Customer can conclusively prove is not to be regarded as confidential:

- (i) it is freely available to the public on the Date of signing the Contract;
- (ii) it was developed independently by the Customer without the use of any confidential information from the Supplier;

- (iii) it was obtained by the Customer through a third party without breach of any confidentiality obligation by that third party.

22.4. The Parties shall strictly maintain the confidentiality of the aforementioned information and ensure that this obligation is observed by the persons they employ or with whom they collaborate.

23. Protection of personal data

23.1. The Supplier is responsible for the processing of the Customer's personal data. The Customer's personal data shall be processed in accordance with the Supplier's Privacy Policy, which the Customer can find via the link <https://totalenergies.be/fr/professionnels/politique-de-vie-privee>, and which is summarised in this article.

23.2. In the context of the conclusion and performance of the Supply Contract, the data is processed by the Supplier in particular for the following purposes:

- for the supply of the products and services ordered;
- for the creation, validation and follow-up of the Customer dossier;
- for the preparation, issue and possible collection of invoices and credit notes;
- as part of the general management of the Customer relationship, in particular: accounting, after-sales service, sending notifications, handling questions, complaints, communications with the Customer.

23.3. In order to carry out the above-mentioned processing, the data collected is only accessible to persons and partners authorised in accordance with the Supplier's Group Privacy Policy.

23.4. In accordance with the regulations in force, the Customer has the right to access, rectify and delete his data, and may also request that the processing be limited. It also has the right to object to the processing carried out by the Supplier.

For any question concerning the processing of his personal data, the Customer may send its request to privacy@totalenergies.be.

24. Applicable law and resolution of disputes

24.1. The Supply Contract is subject to Belgian law.

24.2. Any dispute relating to this Supply Contract (including those relating to its validity, interpretation or performance) and relating to the collection of unpaid invoices shall fall within the exclusive jurisdiction of the courts and tribunals of the district of Liège.

25. Miscellaneous and final provisions

25.1 Assignment of the Supply Contract

The Supplier reserves the right, at any time and by simple notification to the Customer, to assign or transfer to a third company all or part of the rights and obligations resulting for the Supplier from the Supply Contract or the Contract as such. From the date of the notification to the Customer, the Supplier shall no longer be bound to the Customer by any of the obligations assigned.

The Customer may only assign the Supply Contract to a third party with the prior written consent of the Supplier.

25.2. Notifications and Customer's reading and information obligations

Unless otherwise expressly stipulated, all notices under this Contract shall be in writing and shall be given by hand, by post or by e-mail only. A notice shall be deemed to have been received, in the case of sending by post, on the third working day following the date of sending and, in the case of sending by e-mail, on the date of sending.

The Customer undertakes to read its e-mails regularly and to ensure that its e-mail box has sufficient capacity to receive e-mails. The Customer shall ensure that e-mails from the Supplier are not considered to be spam.

25.3. Economic sanctions

This Contract shall be performed by the Parties in accordance with the laws, export control regulations and economic sanctions applicable to the Parties. No Party shall be obliged to perform its obligations under the Contract if such performance constitutes or could constitute a breach of or be inconsistent with such obligations, or expose such Party (hereinafter the «Affected Party») to conviction under any export control and economic sanctions laws or regulations applicable to the Parties. If this is the case, the Affected Party shall promptly notify the other Party in writing of its inability to perform the Contract. As soon as this notification has been given, the Affected Party may:

- (i) suspend the performance of its affected contractual obligations until it is able to legally perform its obligations, or
- (ii) terminate the Contract where the Affected Party cannot lawfully perform its obligations.

25.4. Waivers

If a Party waives the right to demand the exercise of any right arising from the Supply Contract, such waiver shall not be construed as a definitive waiver of this right.

If a Party formally waives any right arising from the Supply Contract, this waiver shall not be construed as constituting a waiver of the other rights arising from the Supply Contract.

25.5. Invalidated provision

If any provision of the Supply Contract is found to be null and void or illegal under the applicable laws, this provision shall be deemed unwritten and the other provisions of the Contract shall remain in effect and shall continue to govern the relationship between the Parties. The Parties shall meet to negotiate, in good faith, the replacement of the invalidated provision by a valid provision achieving an equivalent result.

25.6. Electronic signature

The Parties agree that this Contract and any amendments thereto may be signed by means of an electronic signature and that this signature shall have the same effect as an original signature.

25.7. Entire agreement

The Supply Contract constitutes the entire agreement between the Parties and cancels and replaces all previous agreements, letters, arrangements and understandings, both written and verbal, that may have existed between the Parties, unless expressly agreed otherwise in writing by both Parties.