

GENERAL TERMS AND CONDITIONS OF SALE

Electric by D'leteren

1. OVERVIEW

The sale of any charging station, any photovoltaic equipment or any home energy management system or any useful or necessary related device (transformator, smart meter) their delivery and installation or any other services or products (the "Service(s)" and the "Product(s)") provided by EDI, whose registered office is located at 1050 Brussels, rue du Mail/Maliestraat 50, registered with the Brussels register of legal entities under number 0734.538.339 ("EDI"), to any client (the "Client"), are governed by the present general terms and conditions (the "General Terms and Conditions").

The General Terms and Conditions are the only applicable terms and conditions and exclude any general and special terms and conditions of the Client, unless they are expressly, in writing and in advance accepted by EDI. The General Terms and Conditions do not concern the subscription packages offers and the digital services related to the use of the charging stations networks that can be provided by EDI, which are subject to other general conditions that the Client will receive in this context.

The information on EDI website (www.edi.be) and in any advertising material is purely indicative and does not constitute a contractual offer that may bind EDI and its subsidiaries or affiliates. Certain Products on the website and in any brochures or advertising statements of any kind may differ slightly from the actual executions in terms of weight, dimensions, colours, performance, quality characteristics, etc. Please contact us for precise information regarding prices, product specifications, delivery times, general terms and conditions of sale and the extent of our guarantees.

Should a person contact and contract with EDI on behalf of another, both shall be referred to as the Client and the first person shall be responsible for the other, including for the acceptance of these General Terms and Conditions by said other person.

2. HOME CHECK AND QUOTATION

Upon reception of a request from a Client, EDI shall contact the Client to organise, if deemed necessary by EDI, a visit at the premises of said Client ("Home check") in order to analyse the electric installation and the installation conditions of the selected Products.

EDI shall then, based on the results of the Home check or the answers provided by the Client, provide a specific quotation.

The quotation shall include a general description and technical specifications of the Product(s) chosen by the Client and the necessary Service(s) and their price (the "Price"). Any taxes generally due, as well as all costs and fines arising from the Client's extra requests or failure to comply with one or several of its contractual or extra-contractual obligations, shall be borne by the Client.

Any other information (such as delivery terms) contained in the quotation shall be for indicative purpose only.

The Client expressly understands and accepts that EDI has the right to make any adjustments to the quotation it would deem necessary or useful in order to improve the Product(s) or Service(s), or which would be the consequence of technical or material constraints to the provision of the Services or the delivery of the Products.

3. ENTERING INTO OF THE AGREEMENT

The agreement between the Client and EDI shall be entered into pursuant to the terms of the quotation and the General Terms and Conditions upon the communication to EDI of the Client's agreement, explicit and in writing, to the quotation and to the General Terms and Conditions (condition precedent). The Client shall also be deemed having accepted the terms of the quotation and the General Terms and Conditions should they request the delivery and installation of the Products as specified in the quotation.

EDI shall make its best efforts (obligation of means) to deliver and install the Product(s) upon the date selected by the Client and agreed upon by EDI.

As from the date of entering into of the agreement, the prices shall remain binding for EDI unless, by reason of the Client wish, negligence or failure whatsoever, EDI is not able to deliver the Product(s) within four months. In said case, and without prejudice to any other sanction provided by the General Terms and Conditions or by the law, EDI reserves the right to make changes to the agreed prices if raw material prices, wages, transport costs, tax rates or other cost factors with a direct effect on EDI's calculation change by the time the order is executed.

4. DELIVERY AND INSTALLATION

4.1 Delivery and installation

Once a quotation is accepted by a Client, an appointment with said Client shall be scheduled for the delivery and installation of the Product(s).

The Client or one of its authorized representatives must be present on the premises for the delivery and installation of the Product(s) and must in particular be able to indicate the exact location for the installation of the Product(s), the passage of cables or any other useful information to enable the efficient and rapid installation of the Product(s) (check in procedure).

The Client must also check the conformity and integrity of the Product(s) for potential visible defects upon delivery and exercise, if necessary, its recourse, immediately and in writing, against the carriers and/or against EDI and refuse the delivery of said Product(s). Failing to do so, the Client shall be deemed to have accepted the Product(s) and shall have no further ground to complain in this respect about any apparent/visible defect.

The Client guarantees that they are entitled to have the Product(s) installed on the installation address. The Client shall provide EDI with all information necessary for the proper execution of this agreement. The Client is responsible for the completeness and the accuracy of the data provided.

Only EDI and any third parties approved by EDI can proceed to the delivery and installation of the Product(s) or deliver any Service(s) whatsoever in relation thereto.

4.2. Obligation to comply with the applicable regulations and the conformity of the existing electrical installation

The Client must ensure that the existing electrical installation at the premises of the installation of the Product(s) complies with the applicable regulations, including but not limited to the provisions of the Royal Decree of 8 September 2019 and of the General Regulation on Electrical Installations ("Algemeen Reglement op de Elektrische Installaties" ("AREI")/"Réglement Général sur les Installations Electriques" ("RGIE")).

If the Client does not comply with applicable regulations (e.g. if the dispersion (earth) value does not comply with the RGIE), EDI retains the right to refuse further installation or connection of the Product(s). The conformity of the existing installation, its control, its reinforcement, its adaptation or the control of the power of the electrical installation and the meter or any new conformity control are not included in the installation of the Product(s) and may lead to additional costs to be borne by the Client.

4.3. Obligation to check whether a permit is required for the installation of the Product

The Client must, at their own costs, verify, and if applicable, obtain the authorisations, permits and any other documents imposed by the authorities and/or by any applicable regulation for the installation of the Product(s).

4.4. Transfer of risks

The risks are transferred to the Client upon completion of the Product(s)' delivery or installation if EDI (or one of EDI's subcontractors) is responsible of the installation, provided that the Client or an authorised representative of the Client present at the place of installation of the Product(s) and EDI shall together complete and sign a check out form to this effect which shall be binding between the parties.

4.5. Additional material

Additional equipment may be required in connection with the installation of the Product(s) at the Client's premises. This additional equipment will be quoted at the time of installation and said quote will be presented to the Client or an authorised representative of the Client present at the installation for acceptance.

5. FOLLOW-UP

Once the installation of the Product(s) is terminated, the Product(s) shall be activated remotely and, for connected charging stations, a link to a personal account through a charging card shall be established.

An approved certification organisation shall come to verify the conformity of the electrical installation and issues, if accepted, a conformity certificate. EDI guarantees the obtention of this certificate only for the electrical circuit added for the installation of the Product(s), subject to the Client's compliance with its obligations in this respect. If the certification of the Client's electrical installation is refused by the approved certification organisation due to the Client's non-compliance with the applicable regulations and/or the non-compliance of its existing electrical installation, any implementation of compliance and any new compliance check will be at the Client's expense and responsibility.

The Product(s) may not be used by the Client until the conformity check has taken place. The Client expressly confirms that they acknowledge and accept this and will be entirely responsible in case of any problem or damage whatsoever in relation thereto.

Said certification check is not included in the provision of the Services by EDI (although its price may be included, if expressly provided for in the quotation) and is carried out by a company totally independent from EDI.

The complete file with all necessary documents for the Client shall then be sent to the Client by EDI and/or the approved certification organisation.

If the Client does not respond to attempted calls and appointments made by the approved certification organisation, the conformity check may be cancelled: it will then not be invoiced and the Client will be responsible for obtaining the certification of the installation of the Product(s) themselves.

6. CHANGE OR CANCELLATION OF AN APPOINTMENT OR UNNECESSARY TRAVEL

Any cancellation of an appointment must be notified by e-mail to EDI or to the approved certification organisation (depending on the appointment concerned) at least five (5) working days before the scheduled date. Failing this, EDI reserves the right to charge the Client a fixed administrative fee of two hundred and twenty-five (225) euros excluding VAT. This fixed fee shall also be due for any unnecessary travel on the part of EDI or the certification organisation, in particular if the Client is not present or if the works necessary for the installation of the Product(s) have not been carried out by the Client.

7. PAYMENT CONDITIONS

The quoted Price (and any additional Products and/or Services performed) shall be invoiced to the Client after the completion of the Services by EDI (but possibly before the certification).

By signing EDI's offer, the Client confirms that the billing details provided are correct and complete. For any ulterior changes to the said invoicing details requested by the Client, EDI reserves the right to charge the Client an administration fee of fifty (50) euros (excl. VAT) per requested change.

All invoices must be paid within fifteen (15) calendar days upon its receipt, in euros and at the head office of EDI, namely at 1050 Brussels, Rue du Mail/Maliestraat 50. The Client expressly accepts that the payment of EDI's invoice is in no way linked to the delivery (or lack thereof) of any vehicle.

Any invoice that is not contested within fifteen (15) calendar days of its issue shall be considered accepted.

Any invoice unpaid on its due date shall entail the payment of late payment interest from the due date until full payment and the payment of a fixed indemnity.

This indemnity and interest are applicable immediately and are due without prior formal notice, except where the Client is a consumer as defined in the Code of Economic Law; in this case, an initial reminder without fees, giving the Client a final period of fourteen (14) calendar days to make the outstanding payment, will be sent to the Client in advance by e-mail.

If the Client is a consumer as defined in the Code of Economic Law, the legal interest rate applicable will be the reference rate plus eight percentage points referred to in article 5, section 2, of the law of 2 August 2002 concerning the fight against late payment in commercial transactions or any law replacing it and the fixed indemnity due will be a maximum of (i) 20 euros if the amount outstanding is less than or equal to 150 euros, (ii) 30 euros plus 10% of the amount due on the portion between 150.01 and 500 euros if the outstanding amount is between 150.01 and 500 euros, (iii) 65 euros plus 5% of the amount due on the portion over 500 euros with a maximum of 2.000 if the outstanding amount exceeds 500 euros.

If the Client is not a consumer as defined in the Code of Economic Law, the applicable legal interest rate shall be the higher of the rate provided for a consumer and a rate of 12% per annum, and the fixed indemnity due shall be equal to an amount corresponding to 15% of the amount of the unpaid invoice, with a minimum of 100 euros.

EDI may call upon third parties to recover a Client's outstanding balances. In this case, to the extent legally permissible, the Client shall also pay all collection and similar costs associated with the recovery of the debt.

In any cases, if payment is not made within thirty (30) calendar days, EDI may, as of right and without notice of default, at its sole discretion, remotely block the connected services of any Product which is not paid in full or remove said Product (in which case the Client expressly agrees to give EDI access to the Product).

8. RESERVATION OF OWNERSHIP

The transfer of ownership of the Product(s) by EDI to the Client shall only take place upon payment of the complete Price by the Client, including any interest fees or potential indemnities to be paid by the Client. In the event of non-payment of the Price or part of the Price on the agreed due date, EDI reserves the right to request the return of the entire Product(s). The Client may not oppose the return of the Product(s) on the grounds of partial payment of the Price.

Notwithstanding the absence of transfer of ownership, the transfer of risks shall take place as detailed in article 4.4 and the Client shall remain solely liable in the event of non-return of the Product(s) for any reason whatsoever, including theft or any case of force majeure or for any damage caused by the Product(s) as the case may be. It is the Client's responsibility, as they expressly acknowledge by accepting these General Terms and Conditions, to take, at their own costs and risks, all insurance covering the Product(s) and, as the case may be, the replacement value of the Product(s) until the transfer of ownership takes place.

9. WARRANTY

9.1. Overview

The applicable Product guarantee is specified in the quotation. If the guarantee is not specified in the quotation, please refer to these General Terms and Conditions.

Our guarantee does not apply if the data supplied to us does not correspond to reality or if the defect is the result of incorrect use (in particular if EDI's instructions have not been followed), external causes, force majeure, poor maintenance, normal wear and tear, a fault on the part of the Client or a third party, modification of the Product(s), repair of the Product(s) by the Client themselves or by a third party not approved by EDI or installation, commissioning, use or maintenance not in accordance with EDI's instructions.

Any intervention outside the scope of the guarantee and carried out at the Client's request will give rise to the invoicing of investigation costs, used material, working hours and travel expenses.

9.2. Product(s) defects or lack of conformity

EDI guarantees the Product(s) against defects or lack of conformity existing at the time of delivery, for which EDI is legally responsible, in the manner provided for by the applicable law (including in terms of duration). If a Client wishes to make a claim under the guarantee, they must notify EDI within a reasonable period of time from the moment the Client became aware of the defect or lack of conformity or from the moment the Client should have become aware thereof.

The guarantee is limited to the repair or replacement of the parts found to be defective (any other cost, charge or damage being excluded) save if the applicable law provides otherwise. If, however, this repair or replacement proves impossible, disproportionate for EDI or causes serious inconvenience to the Client, an appropriate reduction or refund may be offered to the Client, subject to the return of the defective Product(s) by the latter.

In the absence of any specific mention to this effect in the quotation, EDI does not offer any guarantees other than those legally required, in particular with regard to Clients who are not consumers within the meaning of the Code of Economic Law.

9.3. **Installation**

EDI shall make its best efforts to install any Product(s) and deliver any Service(s) in accordance with the issued quotation. Should a problem or defect arise, the Client must inform EDI thereof as soon as possible and no later than twenty-four (24) hours after the Installation if the problem or defect is related to the Installation or no later than three (3) calendar days after the discovery of such problem or defect if it is not related to the installation work. The Client must explain to EDI the problem or defect identified and provide photographs of the problem or defect. The Client shall be solely responsible for proving the existence of a problem or defect and for proving EDI's liability in respect thereof.

EDI shall then make its best efforts to carry out the required repairs and corrections within a reasonable time, at its own costs when it is responsible or at the costs of the Client otherwise.

Should the Client perform the required repairs and corrections themselves or through a third party not approved by EDI, EDI shall not be responsible for the costs or the performance thereof that shall solely rest upon the Client.

This warranty does not apply in the event that the malfunctioning installation is the result of incorrect use (particularly with regard to the instructions provided by EDI), external causes, force majeure, poor maintenance, normal wear and tear, any fault committed by the Client or a third party, modification of the Product(s), repair of the Product(s) by the Client or by a third party not approved by EDI or any use that does not comply with EDI's instructions.

9.4. **Third parties**

All products (including products that are part of a bundled offer or promotion) and services of third parties are provided on an "as is" basis and without any warranty from EDI. Third party products and services may be covered by a manufacturer's warranty, in accordance with the documentation or licensing agreements provided with the products and/or services.

10. **LIABILITY**

Unless provided otherwise by these General Terms and Conditions, each Party shall hold the other harmless against all liabilities, claims, losses and damages directly resulting from their breach of these General Terms and Conditions. In particular, should the Client or one of its authorized representatives not be present for a fixed appointment or should they have given wrong information leading to any delay or reschedule of the necessary visits (e.g. when works were necessary before installing the Product and that the Client did not execute them as agreed upon), each visit shall be invoiced to the Client.

Furthermore, the Client expressly agrees to hold EDI harmless against all liabilities, claims, losses and damages due to (i) inaccuracies or errors in the information, plans or specifications submitted to EDI, or (ii) non-compliance of the existing electrical installation at the premises of the installation of the Product(s) with the applicable regulations, or (iii) utilisation of the Products before the control of the conformity of the electrical installation by an approved certification organisation, or (iv) imperfect installation, improper or careless use of the Product(s), or (v) repairs or any modification of the Product(s), by the Client or any third party. This includes, but is not limited to, the use of an improper cable (such as using an extension cord) or loading of improper equipment; use of an inappropriate cable which does not comply with the operating instructions, including those of the manufacturer as far as safety is concerned.

Under no circumstances can EDI be held responsible for technical problems or computer problems, nor for loss of data due to technical limitations of the data transmitted by the Client's choice of information equipment or electronic means of communication, or the limits of technology such as wifi, nor for non-compliance of the existing electrical installation at the premises of the installation of the Product(s) with the applicable regulations.

EDI's total liability shall in no event exceed the Price paid by the Client and EDI shall in no event be liable for any damages or losses based on, arising out, with respect to or by reason of the Client's criminal, wilful or grossly negligent action or omission with the Product(s) or in connection with the breach of the Client's obligations pursuant to the General Terms and Conditions.

EDI shall in no event be liable to the Client or to any third party for any indirect, consequential, special, or incidental damages, loss, corruption or damages, loss of profits or loss of business for any matter related to the General Terms and Conditions, the Product(s), or any other products or services provided by EDI, even if EDI was advised of the possibility of such damages or if such possibility was reasonably foreseeable.

EDI shall not be liable for the shortcomings of third parties it calls upon for the provision of the Services and Products but it shall help the Client contact the responsible person (e.g. in case of objective liability of the producer of the Products pursuant to the law of 25 February 1991).

Nothing in these General Terms and Conditions shall exclude or restrict the liability of a Party for its gross negligence, wilful misconduct or fraud or in case of death or personal injury.

11. FORCE MAJEURE OR CHANGE OF CIRCUMSTANCES

EDI cannot be held responsible in the event of force majeure or change of circumstances affecting EDI or one of its subcontractors or suppliers.

Both parties can terminate the contract within eight (8) days following a default letter by registered mail explaining the above-mentioned event taking place should said event lead to a delay in delivery of more than two (2) months beyond the agreed deadline. Further claims are excluded.

12. DOCUMENTS AND INTELLECTUAL PROPERTY RIGHTS

All plans, studies and documents drawn up by EDI remain its property, may not be transmitted to third parties without its written authorisation and must be returned to it on its simple request.

All intellectual property rights relating to the Products, models, designs, brand and logo of EDI, remain at all times the exclusive property of EDI and, where applicable, its licensors. If the Client, despite any prohibition, modifies or creates derivative works of Products, EDI shall be the owner of all rights, title and interest, including intellectual property rights, in such modifications and derivatives and the Client hereby assigns, free of costs, such rights, title and interest in case of modifications and derivatives to EDI.

13. EXPRESS RESOLUTORY CLAUSE - TERMINATION

The agreement between the parties is entered into upon the fulfilment of the condition precedent mentioned under Article 3 and cannot be unilaterally terminated except in the cases provided for in this article.

Each party may however decide to terminate the agreement at all times, with immediate effect, without prior notice or indemnification, in the event of bankruptcy (or filing of a petition in bankruptcy), judicial reorganisation, liquidation or dissolution of the other party. Such termination shall not have retroactive effect.

Each party can terminate the contract or suspend its obligations at all times, in the event the other party would be in breach of one of its obligations arising from the contract and would fail to remedy such breach within twenty (20) days following a default letter by registered mail by the non-defaulting party. Such termination shall be without retroactive effect.

14. MODIFICATION OF A QUOTE

If a Client wishes to amend a previously accepted quotation less than ten (10) working days before the date set for the installation of the Products and such request is accepted by EDI, such Client shall be liable to pay a flat rate administration fee of fifty (50) euros exclusive of VAT.

15. RIGHT OF WITHDRAWAL

When the Client is a consumer and the contract is concluded at a distance or outside EDI's facilities, the Client benefits from a right of withdrawal provided for in articles VI.47 and following of the Belgian Code of Economic Law.

The exercise of this right must be notified to EDI by means of the form below or in any equivalent wording, sent unambiguously, within fourteen (14) calendar days after the delivery of the Product(s).

No right of withdrawal may be exercised for the supply of goods made to the Client's specifications or clearly personalised, nor, in the case of service contracts, after the service has been fully executed if the execution has begun with the prior express consent of the Client, who has also acknowledged that they will lose their right of withdrawal once the contract has been executed by EDI.

In the event of exercising the right of withdrawal, the Client must return to EDI, within fourteen (14) days of exercising their right, the Products in perfect condition, in their original packaging, unused and complete. Otherwise, EDI will invoice the Client for the actual devaluation of the Products. All transport costs, as well as the risks related to the return, are at the expense of the Client.

In the event of any cancellation or withdrawal of an accepted quotation outside of the right of withdrawal provided for in the Belgian Code of Economic Law in favour of consumers (e.g. cancellation by a corporate Client or cancellation outside of the time limits provided for), the Client expressly agrees that EDI reserves the right to charge the Client a flat-rate administrative fee of two hundred and twenty-five (225) euros exclusive of VAT and that any Products or accessories may be invoiced to the Client and delivered to the Client by EDI in accordance with the quotation if such Products or accessories have already been ordered, it being understood that EDI will endeavour to limit the costs to the Client, in particular with regard to the installation costs if this is not done.

Sample form (right of withdrawal):

"To the attention of EDI SA/NV, with registered office at Rue du Mail 50, 1050 Brussels, registered in the Brussels register of legal persons under number 0734.538.339 (info@edi.be)

I, [name and address], hereby give notice of my right of withdrawal in respect of Product [XY], ordered/received on [date].

[Client identification (name and address), date and signature].

16. SUBCONTRACTING AND ASSIGNMENT

EDI may subcontract all or part of the obligations arising from its agreement with the Client to a third party and assign all or part of said agreement without the Client's consent. In that case, the specifications given on the quotation to the Client remain applicable.

The Client may not assign or (sub)lease the Product(s) without the prior written consent of EDI nor enter into a pledge agreement or any other pledge or security on the Product(s) before the payment of the complete Price, including any interests or potential indemnities due by the Client. The Product(s) is/are and remain(s) the exclusive property of EDI until said payment.

17. PERSONAL DATA

The personal data of natural person Clients are protected by EDI in accordance with its privacy policy, available on EDI website (www.edi.be), and with the applicable Belgian and European legislation on confidentiality and data protection (the "Privacy Policy"). The Privacy Policy describes how EDI collects, uses, communicates, discloses and protects such data. The Client expressly accepts that the Privacy Policy forms part of the contract concluded between themselves and EDI. In this context, the Client expressly agrees that EDI can transfer personal data from Clients to its providers as it is stated in its Privacy Policy.

18. MODIFICATION AND NULLITY

EDI reserves the right to amend the General Terms and Conditions. Any modification will be published in EDI website (www.edi.be) and, should it be an important modification, notified to the Client, who will be bound by any modifications that they have not refused within twenty (20) calendar days of notification of the same.

The nullity or inapplicability of one of the clauses of the General Terms and Conditions cannot affect the validity or applicability of the other clauses. If any provision of the General Terms and Conditions is invalid, unenforceable or contrary to applicable law, such provision shall be automatically limited or modified to make it valid or enforceable to the fullest extent permitted by applicable law, and all other provisions of the General Terms and Conditions shall remain in full force and effect.

19. APPLICABLE LAW AND JURISDICTION

The agreement of the Parties, including the General Terms and Conditions are subject to Belgian law. Any dispute whatsoever shall be the exclusive competence of the courts of Brussels.

20. QUESTIONS OR COMPLAINTS

If you have any questions or complaints regarding the Product(s), the Service(s), the General Terms and Conditions or their implementation, please contact your contact person at EDI and send an email to info@edi.be. You can also find other information on EDI website (www.edi.be) and especially in the FAQ section and EDI's teams remain available by telephone (+ 32 2 260 26 60) during business hours (working days - 8am-6pm).