

General Terms and Conditions Energy-Check (Version 5, August 2025)

Definitions

In these General Terms and Conditions, the following definitions apply:

"General Terms and Conditions": The General Terms and Conditions of Energy-Check.

"CAR": Central Grid Connections Register (*Centraal Aansluitingen Register*).

"CER": Contract Expiry Register (*Contract Einde Register*).

"Energy Consulting Service(s)": The service(s) and/or assignment(s) to be provided by Energy-Check consisting of advice regarding (1) the procurement of energy, and (2) the conclusion of supply agreement(s) for the sale and delivery of energy and/or gas.

"Energy Purchasing Consortium": An energy purchasing consortium in which the Client has enrolled.

"Energy-Check": The private limited company *Energy-Check B.V.*, registered with the Dutch Chamber of Commerce under number 72022175, with its registered office at Klerkenveld 16, 4704 SV Roosendaal, the Netherlands.

"Client": The party with whom Energy-Check enters into an Agreement.

"Agreement": The agreement between Energy-Check and the Client regarding the Energy Consulting Service(s).

Article 1 General

- 1.1 These General Terms and Conditions apply exclusively to all quotations, offers, and/or Agreements with Energy-Check concerning the provision of Energy Consulting Services and supply of goods.
- 1.2 These General Terms and Conditions also apply to all Agreements with Energy-Check require the involvement of third parties for their execution.
- 1.3 Deviations from these General Terms and Conditions are only valid if expressly agreed in writing.
- 1.4 The applicability of any purchase terms or other terms and conditions of the Client is expressly rejected, unless expressly accepted in writing by Energy-Check.
- 1.5 If one or more provisions of these General Terms and Conditions are declared null and void

or invalid, the remaining provisions shall remain in full force and effect. Energy-Check and the Client shall then consult each other to agree on new provisions to replace the void or annulled provisions, while respecting the purpose and intent of the original provision as much as possible.

- 1.6 These General Terms and Conditions may be amended by Energy-Check. Amendments take effect ten (10) days after the Client has been duly notified, unless a later effective date is stated in the notification. "Duly" means either directly or by publication on Energy-Check's website. Amendments also apply to existing Agreements.
- 1.7 If the Client does not wish to accept the amended terms, the Client must notify Energy-Check in writing within thirty (30) days of the effective date of the amended terms.

Article 2 Formation of the Agreement

- 2.1 Any offer made by Energy-Check for its services, whether verbal or written, is non-binding. Written offers are valid for fourteen (14) days from the date of the offer.
- 2.2 Price quotations may be subject to change due to unforeseen cost-increasing circumstances. A new revised quotation constitutes a new offer.
- 2.3 An Agreement between the parties is concluded when Energy-Check has received the Client's unaltered acceptance of the offer, subject to Energy-Check's suspensive approval.
- 2.4 If the Client accepts an offer with deviations, no Agreement shall be formed unless Energy-Check expressly confirms in writing its acceptance of the modified terms, without prejudice to the provisions of article 3.3.

Article 3 Price

- 3.1 All prices stated by Energy-Check are exclusive of VAT and other government-imposed costs or charges, unless expressly agreed otherwise in writing.
- 3.2 If a fixed fee is specified in the offer, this fee shall apply as the agreed price, subject to the other provisions of these Terms and Conditions. If no fixed fee has been agreed, the amount payable by the Client shall be calculated on a time-spent basis, according to Energy-Check's applicable hourly rates, unless a different hourly rate has been agreed.

- 3.3 For urgent assignments, confirmed as such by Energy-Check to the Client, Energy-Check may charge an additional surcharge, which shall be communicated to the Client in advance.
- 3.4 If, after the date of conclusion of the Agreement, one or more cost-price factors increase, or taxes, duties, or exchange rates change, Energy-Check may adjust the price accordingly.
- 3.5 If part of the Energy Consulting Services has already been performed and invoiced, the provisions of Article 3.4 shall apply in full to the remaining Energy Consulting Services.
- 3.6 Additional work agreed during the term of the Agreement shall be charged in addition to the agreed price. This also applies if Energy-Check underestimated the scope of work at the time of contracting and cannot reasonably be expected to perform the agreed work at the originally agreed price. In such cases, Energy-Check shall inform the Client of its intention to increase the price or rate, specifying the extent of the increase and the date it will take effect.
- 3.7 All offers made by Energy-Check and Agreements entered into are based on execution during Energy-Check's normal working hours and under normal working conditions. If different working hours or conditions are required, the related costs may be charged as additional work.
- 3.8 For assignments lasting more than three (3) months, costs may be invoiced periodically, subject to further arrangements in the Agreement.
- 3.9 Energy-Check may adjust its service rates annually in accordance with the Services Price Index (DPI) published by the Statistics Bureau Netherlands (CBS) for the category "SBI 711 – Architects, engineers, and technical design and consultancy firms" and subcategory "SBI 7112 – Engineers and other technical design and consultancy firms," or a corresponding category in case of CBS reclassification. Adjustments shall take effect on 1 January of each calendar year, based on the most recently published index figure.
- Article 4 Performance of the Agreement**
- 4.1 The manner in which the assignment for the Client is organized and monitored shall be determined by Energy-Check, unless expressly agreed otherwise in writing.
- 4.2 At Energy-Check's request, the Client shall grant Energy-Check a power of attorney to enable it to perform the agreed services.
- 4.3 Energy-Check's work shall be performed solely for the benefit of the Client. Energy-Check shall not be obliged to perform any work beyond that specified in the offer and/or Agreement (including any task descriptions), unless otherwise agreed in writing between the parties.
- 4.4 If the Client participates in an Energy Purchasing Consortium, Energy-Check shall act in the name of and at the expense and risk of the Client, and shall in particular be authorized to:
- a. adjust contracted electricity capacity and contracted gas capacity;
 - b. terminate existing supply agreement(s) and/or enter into new supply agreement(s);
 - c. accept limitations of liability;
 - d. request information:
 - i. from the current energy supplier;
 - ii. from a former energy supplier;
 - iii. from the CER and CAR;
 - e. amend billing addresses and contracted supply volumes;
 - f. sign quotations, offers, statements, and supply agreements with current or future energy suppliers;
 - g. carry out all other legal acts related to (a) through (f).
- 4.5 Energy-Check does not guarantee or otherwise warrant the fulfilment of any contractual obligations that are at Client's own expense and risk. The Client indemnifies Energy-Check against any claims from energy suppliers or third parties arising from the legal acts referred to in Article 4.4 (a) through (f).
- 4.6 Energy-Check may engage third parties in the performance of the Agreement and provide them with necessary information, while taking into account due care.
- 4.7 Energy-Check reserves the right to use knowledge gained through the performance of its work for other purposes, provided no confidential information is disclosed to third parties.
- 4.8 The Client is obliged to provide Energy-Check, in a timely, complete, and accurate manner, with all data, information, and documents necessary for the performance of the Agreement. The Client must also promptly notify Energy-Check of any changes. Energy-Check shall not be liable for damages resulting from untimely,

incomplete, or inaccurate information provided by the Client.

- 4.9 Any deadlines indicated in Energy-Check's quotations, or agreed between the parties, shall at all times be approximate, unless expressly designated in writing as binding deadline by Energy-Check or expressly agreed as binding deadline between the parties.
- 4.10 The execution and delivery period for the Energy Consulting Services shall commence on the day following the written order confirmation, but not earlier than the date on which Energy-Check has received from the Client all necessary data, documents and other information required for the performance of the Agreement, or, if an advance payment has been agreed, the date on which such payment has been received.
- 4.11 Exceeding a deadline shall not give the Client the right to compensation for damages or to dissolve the Agreement, nor to suspend its obligations.
- 4.12 If the Client fails to provide the information required under Article 4.8 in a timely manner, Energy-Check may suspend its obligations towards the Client until such information is provided, without prejudice to its right to charge the Client for additional costs resulting from the delay, based on its standard rates.
- 4.13 If Energy-Check fails to meet the agreed delivery period for reasons other than force majeure, the Client shall grant Energy-Check a reasonable additional period to remedy the situation. Only after expiry of that reasonable period shall Energy-Check be deemed in default of its delivery obligation.

Article 5 Amendment of the Agreement

- 5.1 If, during the performance of the Agreement, it appears necessary for the proper execution to amend or supplement the Agreement, the parties shall as soon as possible, but in any event within one (1) month, amend the Agreement accordingly by mutual consultation.
- 5.2 If the Agreement is amended or supplemented, the completion date may be affected. Energy-Check shall inform the Client accordingly as soon as possible.
- 5.3 If the amendment or supplement has financial and/or qualitative consequences, Energy-Check will inform the Client in advance. If a fixed fee was agreed, Energy-Check will specify the

extent to which the amendment or addition will result in an increase of such fee.

- 5.4 If the Client wishes to implement changes which render Energy-Check's performance impossible or unreasonable, Energy-Check may terminate the Agreement without liability for any resulting damages on the part of the Client.

Article 6 Payment

- 6.1 Unless otherwise agreed or stated on the invoice, payment must be made within fourteen (14) days from the invoice date to the bank account designated by Energy-Check.
- 6.2 The Client waives any right of suspension and is not entitled to withhold or reduce payments or to offset existing or future claims against amounts owed to Energy-Check.
- 6.3 If payment is not made within the stated term, the Client is in default by operation of law, and Energy-Check may immediately suspend all work for the Client. Suspension of work will be notified in writing to the Client by Energy-Check, including the outstanding amounts.
- 6.4 During the period of default, the Client owes statutory commercial interest on the outstanding amount.
- 6.5 If, after a reminder, the Client fails to pay the amount due and Energy-Check assigns the claim to a third party, the Client shall owe all extrajudicial and judicial costs. The extrajudicial costs are calculated according to the collection fee guidelines of the Dutch Bar Association, unless the claim is disputed and the collection fee is not sufficient, in which case a rate as advised by the Bar Association will apply, increased by the costs to be paid by our legal counsel to third parties. The judicial costs shall always be charged to the Client on the basis of the aforementioned system, with a minimum of the amount to be determined by the Court outside the Agreement.
- 6.6 All claims of Energy-Check against the Client become immediately due if the Client is declared bankrupt, applies for a suspension of payments, is declared subject to statutory debt rescheduling, loses full or partial control over assets due to seizure, guardianship or other measures, or if any communication and/or circumstance on the part of the Client gives Energy-Check reasonable grounds to fear that the Client will fail to fulfil its obligations. Such a circumstance shall in any event be deemed to exist if Energy-Check requests the Client to provide additional security for the performance

of its obligations and such security is not provided, or proves to be insufficient

Article 7 Complaints

- 7.1 Complaints about work performed must be submitted in writing and with reasoning within thirty (30) days after discovery. Complaints about invoices do not suspend the payment obligation.
- 7.2 Complaints will only be considered if submitted on time and full payment has been made within the term determined by Energy-Check.
- 7.3 If Energy-Check nevertheless handles a complaint, this is as a gesture of good will and without acceptance of liability. If a complaint proves unfounded, Energy-Check may charge the Client for any work performed at its usual rates.
- 7.4 If a complaint is fully or partially justified, Energy-Check may re-perform the work fully or partially under the Agreement, or replace delivered goods, proportionally reduce the price, or determine a reasonable compensation for damages.
- 7.5 Legal claims regarding defects must be brought before the competent court within six (6) months after timely submission of a complaint, failing which the right to do so shall lapse.

Article 8 Samples and Models

- 8.1 Any sample or model shown or provided to the Client is presumed to be indicative only, unless expressly agreed that it will correspond with the to be delivered product.
- 8.2 In the case of an engagement concerning immovable property, any reference to the surface area or other dimensions and descriptions are presumed to be for indication purposes only, without the to be delivered product being required to correspond.

Article 9 Privacy

- 9.1 In providing its Energy Consulting Services, Energy-Check processes certain Client data, including personal data, in compliance with applicable laws such as the AVG (*Algemene Verordening Gegevensbescherming*).
- 9.2 The Client warrants that each data subject has been properly informed about the provision of personal data to Energy-Check and that Energy-Check may transfer such data to third parties.

9.3 Where necessary, Energy-Check and the Client will set out their AVG responsibilities transparently in a separate agreement, particularly regarding data subject rights and the parties' obligations to provide information under Articles 13 and 14 AVG.

9.4 The Client indemnifies Energy-Check against any third-party claims relating to the Client's failure to comply with its legal obligations.

Article 10 Retention of Title, Intellectual Property, and Copyright

10.1. Energy-Check retains ownership of goods delivered or to be delivered until it has been paid in full in respect of:

- all amounts owed by the Client for goods and/or Energy Consulting Services delivered or to be delivered under the Agreement; and
- claims arising from any failure by the Client to perform the Agreement

10.2 Goods referred to in Article 10.1 may be used by the Client only in the ordinary course of business. The Client may not transfer ownership of such goods, pledge them, or otherwise encumber them with any security interest.

10.3 The risk of loss of or damage to goods under the Agreement passes to the Client once the goods are legally and/or physically delivered to the Client, or to a third party designated by the Client.

10.4 If Energy-Check makes goods available to the Client in connection with the Agreement, the Client must return those goods within fourteen (14) days in their original condition, complete and free of defects. If the Client fails to do so, all resulting costs shall be borne by the Client. Should the Client, after being formally reminded, still fail to comply, Energy-Check may recover all resulting damages and costs, including replacement costs, from the Client.

10.5 All current and future intellectual property rights (including, without limitation, copyright, database rights, patents, methods, ideas, formulas, models, quotations, concepts, designs, techniques, drawings, reports, and other materials created by or for Energy-Check) are vested in Energy-Check and/or its licensors. Only Energy-Check may undertake legal acts in relation to the acquisition of such rights.

10.6 If the Client breaches Article 10.2 and/or 10.5, the Client shall owe Energy-Check a penalty of EUR 2,500 per breach, without prejudice to

Energy-Check's right to claim full compensation for damages.

Article 11 Termination

- 11.1 An Agreement is concluded for an indefinite period commencing on the date of signature, with a notice period of up to three (3) calendar months, unless the Parties agree otherwise in writing. Notice must always be provided in writing.
- 11.2 Upon termination of the Agreement, all rights and obligations under the Agreement will expire once the Client has paid all amounts due to Energy-Check.
- 11.3 If the Client fails to observe the notice period upon termination, the Client is liable to Energy-Check for all costs incurred and fees payable up to the date of termination, to be increased by 50% of the fees that would have been payable by the Client until the end of the notice period. Any preliminary results of the work performed up to that date shall be made available to the Client on a conditional basis.
- 11.4 In the event of termination, the Client will grant Energy-Check a period of up to three (3) months after the end of the Agreement to bring its administration into a state that allows for its simple transfer to a third party designated by the Client. Any additional reasonable costs incurred by Energy-Check in connection with such transfer shall be invoiced to the Client and paid by the Client within the applicable payment term.

Article 12 Force Majeure

- 12.1 Force majeure means any failure on the part of Energy-Check, or any third parties engaged by Energy-Check, including circumstances that were foreseeable at the time the Agreement was concluded, which temporarily or permanently prevents Energy-Check from performing the Agreement, and which is not attributable to Energy-Check or such third parties, nor falls under Energy-Check's responsibility by operation of law, legal act, or generally accepted practice.
- 12.2 During a force majeure situation, Energy-Check's obligations will be suspended for the duration of the force majeure, without any obligation to pay damages to the Client. If a force majeure situation lasts longer than six (6) months, each Party has the right to terminate the Agreement by written notice, without specifying the circumstance preventing further

performance and without any obligation to pay damages to the Client. Any performance already rendered under the Agreement shall in that case be settled proportionally, without either Party owing any compensation to the other for any reason whatsoever.

Article 13 Non-Performance

- 13.1 If the Client fails in any way to perform its obligations toward Energy-Check, or in the event of (an application for) a composition under the Dutch Debt Restructuring Natural Persons Act, an application for suspension of payments, a granted (provisional) suspension of payments, a bankruptcy petition, a declaration or claim for bankruptcy, the liquidation or cessation of (part of) the Client's business, Energy-Check, without prejudice to its other rights and without any obligation to pay damages to the Client, has the right with immediate effect, without notice of default or judicial intervention, to:
- a. suspend performance of any Agreement until adequate payment security has been provided; and/or
 - b. suspend any of its own payment obligations; and/or
 - c. wholly or partially terminate any Agreement with the Client, without prejudice to Energy-Check's other rights under any Agreement with the Client.
- 13.2 If Energy-Check has reasonable grounds to suspect that the Client will fail to perform its obligations, the Client is obliged, at Energy-Check's first request, to provide sufficient security for the full performance of all its obligations under any Agreement already performed, or to be performed wholly or partially, in such form as Energy-Check may require.
- 13.3 If the Client fails to comply with a request made by Energy-Check pursuant to Article 13.2, all amounts owed by the Client to Energy-Check for any reason shall become immediately due and payable, without prejudice to Energy-Check's other rights, and Energy-Check may suspend further performance of any Agreement with immediate effect.

Article 14 Liability

- 14.1 Energy-Check is only liable for direct damages on the part of the Client as a result of a culpable failure by Energy-Check, or by any third parties and/or employees engaged by Energy-Check in the performance of the Agreement.

- 14.2 Energy-Check's liability for indirect damages (including, without limitation, consequential loss, loss of profit, missed savings, reduced goodwill, business interruption, damage incurred by third parties, corruption or loss of data, goods, materials or software of third parties, as well as administrative compensation) is excluded.
- 14.3 Energy-Check is not liable for any damage arising from reliance on incorrect and/or incomplete information provided by the Client.
- 14.4 Energy-Check cannot be held liable if the results of its services do not meet the Client's expectations.
- 14.5 Any liability of Energy-Check for direct damages is limited to the amount payable under the applicable business liability insurance held by Energy-Check, minus the deductible borne by Energy-Check. A series of related events shall be treated as a single event.
- 14.6 In cases where the business liability insurer does not make a payment, Energy-Check's liability for direct damage is limited to the total amount invoiced or to be invoiced by Energy-Check to the Client for the month in which the damage occurred, with a maximum of EUR 25,000.
- 14.7 To the extent the Client suffers damage caused by tort, intent, and/or gross negligence attributable to Energy-Check, or to third parties and/or employees engaged by Energy-Check, the amount payable by Energy-Check shall, to the extent legally possible, be limited to the total amount invoiced or to be invoiced by Energy-Check to the Client for the month in which the damage occurred, with a maximum of EUR 25,000. For multiple assignments within the same Agreement, the amount is limited to such part of the Agreement which has been invoiced and during which the damage occurred and.
- 14.8 If Energy-Check acknowledges or it is otherwise established that Energy-Check has culpably failed to perform, Energy-Check may notify the Client that it will rectify the failure free of charge. If Energy-Check complies within a reasonable period after such notification, the Agreement shall be deemed properly performed, and the Client shall have no right to claim damages. Any rights or claims of the Client under this provision must be submitted within six (6) months from the date on which the Client became, or could reasonably have become aware, of their existence, under penalty of forfeiture of its rights.
- 14.9 The Client indemnifies Energy-Check against all third-party claims for damages arising from the performance of the Agreement and is liable for all costs resulting therefrom, unless such damage arises from intent or gross negligence on the part of Energy-Check, its employees, or third parties engaged by Energy-Check.
- 14.10 If Energy-Check enters into one or more Agreements with two or more natural persons and/or legal entities, each of these persons/entities is jointly and severally liable to Energy-Check for full performance of the obligations arising from these Agreement(s).

Article 15 Confidentiality

- 15.1 The Parties are obliged to use their best efforts to prevent confidential information of the other Party, obtained in the performance of the Agreement, from becoming known or accessible by third parties. This shall not apply if the disclosing Party demonstrates that certain information was already publicly known, other than through a breach of this confidentiality obligation.
- 15.2 The Client does not have the right to disclose materials or data contained therein to third parties, unless Energy-Check has given its express prior written consent.
- 15.3 All documents provided by Energy-Check, such as reports, advice, Agreements, designs, sketches, drawings, software, etc., are intended solely for use by the Client and may not, without Energy-Check's prior consent, be reproduced, published, or made available to third parties, unless the nature of the documents dictates otherwise.
- 15.4 In the event of termination of the Agreement for any reason whatsoever, the provisions of this Article 15 shall remain in full force and effect.

Article 16 Other Provisions

- 16.1 Unless otherwise agreed in the Agreement, Energy-Check has full exclusivity for the services covered by the Agreement with the Client.
- 16.2 If the Client provides Energy-Check with data carriers, electronic files, software, etc., the Client warrants that such data carriers, electronic files, or software are free from viruses and defects.
- 16.3 The Client warrants that the materials, data, content, and communications made available to Energy-Check in connection with the performance of the assignment do not infringe any statutory provisions, nor any protected rights of third parties, and are not otherwise

unlawful in relation to third parties. The Client indemnifies Energy-Check against all third-party claims in this respect and against any direct or indirect consequences, whether financial or otherwise, arising from Energy-Check's use of such materials or data.

Article 17 Non-Solicitation of Personnel

- 17.1 During the term of the Agreement and for a period of one (1) year after its termination, the Client shall in no way employ, or directly or indirectly engage for its own benefit any employees of Energy-Check, or companies involved by Energy-Check in the performance of the Agreement, except after prior business consultation with Energy-Check.
- 17.2 In the event of a breach of Article 17.1, Energy-Check reserves the right to impose on the Client an immediately payable penalty of EUR 4,500, plus an additional penalty of EUR 450 for each day the breach continues. No notice of default shall be required for the imposition of such penalties. This penalty shall be without prejudice to Energy-Check's right to claim full compensation for damages.

Article 18 Assignment

- 18.1 The Client may not transfer its rights and/or obligations under any Agreement with Energy-Check to third parties without the prior written consent of Energy-Check.
- 18.2 The Client hereby grants its prior consent in the event Energy-Check needs or wishes to transfer its rights and obligations under the Agreement to a third party.

Article 19 Governing Law and Jurisdiction

- 19.1 All Agreements entered into by Energy-Check are governed by Dutch law.
- 19.2 The Parties will first make every reasonable effort to resolve disputes amicably before resorting to the courts.
- 19.3 Any disputes arising between Energy-Check and the Client shall, without prejudice to the statutory jurisdiction of the subdistrict court (Kantonrechter), be submitted to the competent district court in Rotterdam.