

## GENERAL CONDITIONS

### Article 1: General points

**1.1** In the General Conditions or in the Contract, it is appropriate to understand by:

**1. Connection Address:** the location where the Connection Point is located, in compliance with what is set out in the Contract and where the gas or electricity whose supply is covered by this Contract is consumed. **2. Connection Contract:** the Contract concluded between the Customer and the Network Manager in relation to the Connection Point. **3. Connection Point:** the physical location of the point where the connection to the distribution network defined in the technical regulation occurs. **4. Closure:** the closure by Lampiris of the access register of the Network Administrator as the supplier of the Connection Point. **5. General Conditions:** these General Conditions, which are valid for Connection Points located in the Region of Wallonia and the Region of Brussels-Capital. **6. Lampiris:** Lampiris S.A, Rue Natalis 2, 4020 Liege. **7. The Consumer:** any person who purchases electricity, natural gas and/or related services, for purposes excluding any of a professional nature (in compliance with the law of 14 July 1991 on trading practices, plus information to and protection of the consumer). **8. The Contract:** the Lampiris form signed by the Customer: "Contract for the supply of green electricity and/or gas"; the signed confirmation of the Contract sent by Lampiris to the Customer; the General Conditions; the pricing scale that is valid at the signing of the Contract and which is available on the site [www.lampiris.be](http://www.lampiris.be) and the annex containing, for the Region of Brussels-Capital the provisions of the Order of dispositions of 19 July 2001, on the organisation of the electricity market in the Region of Brussels-Capital; *For the Region of Wallonia, the provisions of the Decrees of the Walloon Government of 30 March 2006 on public service obligations in the electricity and gas markets.* **9. Remote contract:** the Contract concluded outside the simultaneous physical presence of Lampiris and the Customer (e.g. by internet, by telephone, etc) **10. Contract concluded outside the company:** the Contract concluded at the consumer's residence or in exhibitions, fairs and shows. **11. Residential Customer:** any physical person who consumes electricity and/or natural gas in order to meet his needs or those of persons who are domiciled with him at the same address (for the Region of Brussels-Capital: in compliance with the Order of 19 July 2001 on the organisation of the electricity market in the Region of Brussels-Capital.) (For the Region of Wallonia in compliance with the Decree of the Walloon Government of 30 March 2006 relating to protected customers, the budget meter and the procedure in the event of a default on payment.) **12. Installation:** all of the lines, channels and accessories, connection and distribution equipments, electrical appliances, transformers and motors connected to the Connection Address or otherwise with a view to the consumption of energy, from the meter or equivalent location established by the Network Administrator and the Customer. **13. Customer:** any person who consumes electricity or gas supplied by Lampiris. **14. Supply:** the rendering available by Lampiris on the network (not the transport/ delivery) of the quantity of electricity and/or natural gas agreed with the Customer. **15. Measurement instruments:** all of the devices intended to measure and/or count the electricity or natural gas consumed at the Connection Point, including among other things, the meters, measuring devices, measurement transformers and telecommunication devices. **16. Network Administrator:** the Administrator of the electricity and natural gas distribution and/or transmission network. **17. Day:** calendar day. **18. Personal data:** all personal data as defined in the law of 8 December 1992 on the protection of privacy concerning the processing of personal data, which the Customer communicates to Lampiris on the occasion of concluding the Contract and during its execution, including in particular his name, national registration number, supply address, the EAN code of his meter and consumption data.

**1.2** Only the present General Conditions, as well as these later modifications, such as those described in Article 14.1, form an integral part of the Contract. By signing the Lampiris form, the Customer accepts all of the General Conditions, and acknowledges that it has perfect knowledge of these, thus waiving the option of asserting any contradictory document and notably its own General Conditions.

**1.3** The validity of the Contract and the General Conditions is not adversely affected in any way by the invalidity of a section of the said Contract. Non-respect of one or more provisions of the Contract by Lampiris cannot be considered as a renunciation of the said provision or as a limitation of its rights or obligations.

### Article 2: Conclusion of the Contract

**2.1** The Contract is concluded on the day of its signature by Lampiris and the Customer, except in the hypothesis of a remote Contract or one outside the company, where the conclusion of the Contract occurs on the day when Lampiris sends the Customer the signed confirmation of the conclusion of the Contract. In the case of a Remote Contract or one outside the company, both the Consumer and Lampiris are entitled to repudiate the said Contract, by registered letter, within the 14 working days from the confirmation of its conclusion, provided that Lampiris does not contravene its public service obligations by doing so.

**2.2** Notwithstanding Article 2.1 and without prejudice to the applicable regulations, the Contract is concluded subject to two conditions precedent, i.e. i) Lampiris can adopt the required measures so that the change of gas or electricity supplier is undertaken.

ii) The Contract is accepted by Lampiris, following verifications. If Lampiris refuses to accept this Contract, Lampiris must notify the Customer within a period of 30 days from the receipt of the Contract. A refusal to accept can validly occur if:

- The Customer does not show that it has paid its legitimate debts to previous energy suppliers, except when the Customer, with prior explicit agreement from Lampiris, establishes a bank surety or transfers an amount equal to three months of estimated consumption (amount of the monthly down payments) to Lampiris before the end of a 30 days period.
- The version of the contractual conditions signed by the Customer is no longer or is not applicable.
- The price scale does not apply to the type of customer concerned and/or for the region where the connection address is located and/or for the period for which the Customer wishes to be supplied by Lampiris.
- It appears, after consultation of the access register, that a change of supplier cannot be made immediately given that another operation relating to the Connection Point is underway.

### Article 3: Duration and end of the Contract

**3.1** The agreed duration of one year, two years or three years commences from the first day of Article 3.

**3.2** Insofar as possible, Lampiris shall attempt to start the Supply on the date wished for by the Customer or on the day following the end of its Contract with its previous supplier, if this date is communicated to Lampiris. However, the start of the Supply in the case of a change of supplier cannot be earlier than:

- Either 30 days from the last day of the civil month during which the duly completed Supply request has been received, if this request is received between the 1st and 15th day of this month;
- Or 60 days from the last day of the civil month during which its duly completed Supply request has been received, if this request is received between the 16th and the last day of this month.

**3.3** At the conclusion of this period, the Contract is then tacitly renewed for periods of twelve months, except if Lampiris terminates the Contract through a registered letter sent to the Customer at least two months prior to the current due date, or if the Customer terminates the Contract through a registered letter addressed to Lampiris at least one month before the current due date. This period of one month is raised to 60 days for Connection Points located in the Region of Brussels-Capital. If he wishes, and at maximum nine months and at minimum two months before the end of the Contract, the Customer can request the renewal of the Contract for a period of two or three years. If Lampiris does not communicate its refusal at least 45 days before the end of the Contract's current period and provided that Lampiris has not terminated the Contract in advance, Lampiris is assumed to accept this renewal of two or three years, depending on the case.

**3.4** Without prejudice to Article 3.1, the Consumer can also terminate the Contract with immediate effect by registered letter, for the product or products of its choice, subject to the payment of an indemnity equal to € 50 if the termination takes place within 6 months before the due date of the current period or € 75 if this termination takes place more than 6 months before the due date of the current period. The non-consumer Customer which terminates its Contract must pay compensation equal to at least an estimated three months of consumption, subject to Lampiris's right to claim repayment of its loss if this is more substantial.

**3.5** The termination, as described in Article 3.3, or the termination with immediate effect as described in Article 3.4 can also be communicated by notification addressed to Lampiris from the Network Administrator, informing it of the change of the Customer's supplier without prejudice to the indemnities described in Article 3.4 and, in any case, shall only become effective upon this communication by the Network Administrator.

**3.6** The effective termination of the Contract following the notification of termination given by the Customer to Lampiris is subject to Closure within the three months following the date of the Customer's registered letter. Failing this, the Contract is extended until the date of Closure.

**3.7** If the Contract terminates without Lampiris having previously received notice from the Network Administrator or Customer informing it that a change of supplier took place, Lampiris is entitled to have the Connection Point closed and to charge the expenses to the Customer, without prejudice to the compensation described in Article 3.4.

### Article 4: Mandate

The Customer mandates Lampiris to carry out or have carried out all of the operations aimed at proceeding with a change of supplier, access to the network, to the Supply, execution of the connection to the network and with a view to requesting all data, including historical data, from Network Administrators. Lampiris is entitled to ask to know the composition of the Customer's household or any other information if this is required to adhere to its legal obligations. If these operations lead to expenses invoiced to Lampiris, they shall be invoiced through to the Customer without an increase in price, in accordance with the invoicing procedures set out in Articles 7.5 to 7.12.

### Article 5: Price

**5.1** The Customer owes the energy price set by Lampiris on the basis of the price scale valid at the time of the conclusion of the Contract, the technical data and the consumption data.

**5.2** The gas price shall develop based on the price indexing formula stated on the price scale.

**5.3** The energy price is increased by the applicable distribution and transmission expenses, taxes, fees, deductions and supplements. These are invoiced transparently without a supplement. Furthermore, an inclusive amount is billed to the Customer in order to cover legal environmental obligations. This amount is equivalent to the amount of the fine applicable by the regulators by virtue of the regulations on promoting renewable energies.

**5.4** Lampiris shall transparently invoice the services that the Network Administrator performs for the Customer and bill these directly to Lampiris.

**5.5** Lampiris is entitled to modify the price scale subject to comply with the provisions of Article 14.1. In this case, the Customer shall be entitled to terminate the Contract subject to the conditions set out by Article 14.2.

**5.6** Lampiris can amend its prices at the extension of this Contract. Lampiris shall inform the Customer 60 days before the expiry of the current duration and the Customer can reject the extension, in accordance with Article 14.2.

### Article 6: The Parties' obligations

**6.1** The Customer shall refrain from preventing the quantity of energy that has been supplied being correctly noted or creating a situation that impedes the meter's normal operation, either through action or by negligence.

**6.2** The Customer is responsible for a suitable connection and the conformity of its installation at the time of the supply from Lampiris within the limit imposed on it by the technical regulations.

**6.3** The Customer shall inform Lampiris of any modification of its address or name or again of its corporate name.

**6.4** Lampiris is bound to carry out the tasks linked to the supply of energy as described in the applicable Federal and regional laws, essentially taking on responsibility for negotiating the purchase of energy from producers and importers and selling this energy to their Belgian customers, while complying with the conditions imposed by the supply licences. Lampiris is not bound by any obligation with respect to the assignments made by Network Administrators: including the delivery of electricity from the high/medium voltage network and the delivery of gas from the high/medium pressure network to individual homes, the management, maintenance and development of the distribution network intended to supply end customers, maintenance, the metering of consumption, the processing of possible breakdowns, etc.

### Article 7: Invoicing, payment and termination

**7.1** As regards the determination of the energy supplied, Lampiris shall adhere to the Network Administrator's measurements. If the measurements are incomplete or incorrect, or if the results of the measurements are not available, Lampiris will take all possible steps to estimate the energy supplied, among other things on the basis of historical consumption data, without prejudice to Lampiris's right to note and charge for the quantity actually supplied. The Customer confirms and shall ensure that all of its installations are in good condition and meet all of the technical and legal requirements.

**7.2** If Lampiris wishes, the Customer shall owe down payments on what it must pay for the Supply for the current period or the upcoming period. Lampiris shall reasonably determine the amount of these down payments. If there is a modification of the consumption circumstances, Lampiris can modify the amount of the down payments. The Customer can ask Lampiris to review the amount of the down payments. Lampiris shall answer this request within a reasonable time frame and justify its response. In the event of a second request for a review in the same year, Lampiris can invoice for the expenses caused by the request.

The down payments shall be invoiced, as the Customer chooses, every month, every two months or quarterly.

**7.3** Lampiris shall reasonably, and in accordance with the law, determine the time when the calculation takes place, following receipt of the Network Administrator's measurement data. Depending on the measurement data received and based on its free choice, Lampiris can send separate calculations per product.

**7.4** The payment of down payments and deduction invoices shall take place either by transfer or by direct debit as the Customer chooses.

**7.5** The invoice that the Customer receives from Lampiris must be paid by the 15th day following its receipt. If the Customer has explicitly opted to pay its invoices by direct debit, a period of 15 days shall also be respected before the execution of the direct debit order. The late payment of an invoice means that all of the other invoices are immediately payable, even if a payment period has been allocated for the invoices concerned, without a prior formal warning.

**7.6** If direct debit is selected as a mode of payment, the Customer shall ensure that sufficient cash is always available in the account being debited.

**7.7** As regards the application of this Contract, the invoices and credit notes are assumed to have been received 3 days after their transmission date. The invoices are assumed to have been accepted in the absence of a dispute within fifteen days of their receipt. As an exception, each Consumer can dispute an incorrect invoice for a period of 12 months from the date of receipt of the invoice. In the case of a reasonably demonstrated dispute of an invoice, each Consumer is authorised to suspend the payment of the disputed part of the said invoice until the processing of the complaint is finalised. If an invoice is effectively incorrect in favour of the Consumer, the legal interest shall be credited on the sums to be repaid from the date of payment of the incorrectly invoiced amount.

**7.8** If, at a given moment, one or more invoices whose due date has elapsed are open, any payment subsequently made by the Customer is charged on the date of the last issued invoice which is still outstanding.

**7.9** Unless the law does not allow such a step, Lampiris can charge administrative costs and/or interest for the transmission of additional invoices, duplicates, reminders, formal warnings, for a payment plan following a payment delay or if the presentation of a direct debit is rejected by the bank. The cost amounts to € 5 for a letter by ordinary mail and € 15 for a transmission by registered letter.

In the case of late payment of all or a part of a section of the invoice, or if the presentation of a direct debit is rejected by the financial institution, the Customer is bound, completely legally and without a formal warning or reminder, to pay late-payment interest from the due date, on any unpaid amount, until the date of full payment. If the Customer is a Consumer, Lampiris shall apply the legal interest rate for this purpose. If the Customer is not a Consumer, Lampiris shall apply the interest rate stipulated by the law of 2 August 2002 concerning the struggle against delays in payment in commercial transactions. Furthermore, the Customer is bound to pay lump-sum compensation equal to 12% of any unpaid amount, as of right and without a formal warning, with a minimum of € 15, without prejudice to Lampiris's right to prove the existence and scope of higher losses and to claim repayment for these.

**7.10** If the Customer is not a residential Customer, Lampiris is entitled to end any Supply if the Customer does not pay its arrears within 15 days of being formally warned in writing by Lampiris. If the Customer is a residential Customer, Lampiris can end the Supply subject to compliance with the applicable procedures.

-for the Region of Brussels-Capital, stipulated in the Ordinance of 19 July 2001 on the organisation of the electricity market in the Region of Brussels-Capital.

-for the Region of Wallonia, stipulated in the Decree by the Government of Wallonia of 30 March 2006 on public service obligations in the electricity or natural gas market.

Lampiris is not liable for any loss which may arise from this interruption in Supply.

**7.11** Where applicable, it is up to the Customer to inform Lampiris of its status as a protected Customer or its right to obtain the social rate and to forward all documents in this respect, within the time frames and in accordance with the procedures defined by the law.

**7.12** The provisions of this Article 7 apply to all invoices issued by Lampiris, whether this is for Supply or for other products or services supplied by Lampiris or by the Network Administrator.

**7.13** When the deduction invoice or final invoice displays an amount in favour of the Consumer Customer, Lampiris shall reimburse this amount within a period of 15 days counting from receipt of the credit note, provided that Lampiris knows with certainty the account number into which this amount must be paid.

### Article 8: Suspension of supplies

Lampiris can temporarily suspend supplies in the following circumstances, and for as long as these circumstances last: a case of force majeure or an emergency situation as defined in the technical regulations, a halt or interruption due to the Network Administrator, in all circumstances where Lampiris can terminate the Contract.

### Article 9: Information and solvency obligation

**9.1** The Customer shall immediately inform Lampiris of any factor which it knows that could hamper the execution of this Contract, have an impact on it, and make it more complicated. A failure to meet this information obligation can lead to the termination of the Contract subject to a notice period of 30 days.

**9.2** Using objective criteria such as arrears in payment incurred by the Customer from its previous supplier, communicated by the Network Administrator, or the Customer's failure to respect the payment deadlines agreed in this Contract, Lampiris shall be entitled to ask the Customer to establish a bank surety or to make a transfer of an amount equal to an estimated three months of consumption (amount of the monthly down payments) within a period of 30 days. Failing this, Lampiris can terminate the Contract subject to a notice period of 30 days.

**9.3** The termination right described in Article 9.1 and 9.2 does not apply to Residential Customers.

### Article 10: Protection of privacy

**10.1** By entering into the Contract, the Customer accepts processing of its personal data for the purposes and according to the processing procedures listed below.

**10.2** The Customer's personal data are processed in Lampiris's databases with the aim of supplying the Customer with electricity and/or natural gas, the correct execution of the Contract as well as compliance with Lampiris's legal obligations. These data will only be used for direct marketing purposes if the Customer has explicitly agreed to this. These data can be transmitted by Lampiris to companies that are directly or indirectly linked to Lampiris or which Lampiris calls on to fulfil its obligations within the context of this Contract.

**10.3** By virtue of the law of 8 December 1992, the Customer has a right of direct access, rectification of his personal data in the Lampiris files, as well as the right to oppose any use of his data for direct marketing purposes. This right can be exercised free of charge following a simple request sent to Lampiris, Rue Natalis, 2 - 4020 Liege.

### Article 11: Liability

**11.1** The Network Administrators are responsible for the continuity of the supply of energy and the quality of the supplied energy in compliance with the provisions contained in the legislation and applicable technical regulations. Lampiris is therefore not liable for it. On the basis of his regulations or Connection Contract, the Customer can directly address his distribution Network Administrator in the case of damage resulting from an interruption, a limitation or an irregularity in his energy supply.

**11.2** Without prejudice to the above, the liability of Lampiris and the Customer is only engaged for (i) direct material damages resulting from a serious or intentional error or the non-performance of any main service in this Contract and (ii) death or physical injury resulting from an act or an omission. The compensation for direct material damages is limited per claim to an amount equal to 12 times the set amount of monthly down payments if the Customer is a consumer or an amount of a maximum of € 500 for other Customers. Lampiris and the Customer are not liable to each other for indirect or consecutive loss, a loss of production, a loss of earning power or a loss of income.

**11.3** Any request for damages and interest must be communicated to the other party in writing, within 30 working days from the date of the occurrence of the damage or the date on which the damage could reasonably have been observed. Any request for damages and interest submitted after this period shall not lead to a right to compensation.

**11.4** If Lampiris were to be challenged for hidden defects in the sense of Articles 1641 to 1649 of the Civil Code, this liability is excluded in any case if Lampiris manages to show that the defect was non-detectable.

### Article 12: Transfer

**12.1** Lampiris is entitled to transfer the Contract to a different person, provide that it respects the legal provisions in the area of electricity and gas supply and has the required permits and insofar as the conditions stated in this Contract are continued.

**12.2** The Customer can only transfer the Contract to a third party in the event of relocation and subject to compliance with the conditions of Article 13.1. All of the related expenses are borne by the Customer.

### Article 13: Relocations

**13.1** In the case of relocation, the Customer must: (1) inform Lampiris of its new address at latest thirty days before the effective date of relocation; and, (2) at latest one week after the effective relocation, communicate the meter reading on a form supplied by Lampiris. The said form is signed solely by the Customer if no new resident has moved into this address and together by the Customer and the new resident if a new resident moves into this address. If the building is hired, the owner shall also sign in the absence of the Customer's new address.

**13.2** After the relocation, this Contract will continue to be executed for the new connection point at the Customer's new address, unless the Customer relocates abroad or to a different region or if he relocates to a home where there is no separate meter or if he is going to reside with another Consumer who already has a different Supply Contract. If the Customer does not inform Lampiris of the relocation within the stipulated time frame for a given reason, it remains bound by its obligations in compliance with this Contract and, in particular, it shall continue to be bound to pay all of the electricity or natural gas consumed at the Connection Point, regardless of by whom, up to the forty-fifth calendar day following the communication of the relocation to Lampiris.

**13.3** If the Customer does not respect the obligations which it bears by virtue of Art. 13.1. of these conditions, the Customer irrevocably mandates Lampiris to request the Closure of the meter by the Network Administrator. The Customer is liable for all of the Closure expenses and Lampiris does not assume any liability for the loss which may ensue from this.

### Article 14: Amendment of the conditions

**14.1** These General Conditions and specific conditions which apply to you can only be amended:

- at the end of the current supply period, if the Customer has concluded a Contract with fixed duration. In this case, Lampiris communicates the amendments to the Customer at least 2 months prior to the end of the current period;

- two months following a communication to the Customer if he has concluded a Contract with indefinite duration;

- two months following a communication to the Customer, irrespective of the type of Contract concluded if the amendment is not unfavourable to the Customer or if the amendments result directly or indirectly from a decision by a public authority. This communication can be made for all usual means of communication between Lampiris and the Customer, e.g. via a statement on the invoice.

**14.2** The Customer who does not agree with the notified amendment can communicate its wish to terminate the Contract by registered letter in the month following the communication of the amendment. This termination shall be effective two months after the third working day following receipt of the registered letter concerning termination. Up to that point in time, the former conditions shall remain applicable. The Customer shall not benefit from this right of termination if the amendments are in his favour or do not allocate him fewer rights or do not impose more obligations on him.

**14.3** The Contract and the General Conditions are subject to Belgian law. Any dispute shall be brought before the lowest civil jurisdiction (justice de paix - vrederechert) of the 4th canton of Liege or any other court that is materially competent in the judicial arrondissement of Liege. However, Consumer Customers are entitled to bring the dispute before the court where they are domiciled.