

General Terms and Conditions for the supply of natural gas and/or electricity to professionals, revised on [01/03/2017]

1. Definitions and Scope

1.1 Definitions

Client: 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 Client certifies that it is a professional client 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).

Annual Consumption: The annual consumption of electricity and/or natural gas for the provision of power to all the Client's Supply Points.

Supply Contract: this contract for the Supply of energy, comprised of the General Terms and Conditions, the Special Terms and Conditions, and any Amendments to the 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 Client with retroactive effect over the previous 3 years up to the date of the invoice to which they relate;

Force Majeure: Foreseeable or unforeseeable exceptional circumstances, the occurrence or effects of which the Parties could not reasonably prevent, and which are of such a nature as to temporarily or definitively prevent or make excessively burdensome the fulfilment of all or some of their obligations under the Supply Contract, having taken into account the diligence that may be reasonably required of that Party.

In particular, force majeure may include: strikes, lockouts, work stoppage or any other collective labour conflict, war, civil unrest, destruction by fire or another cause, partial or complete blockage of traffic, judicial or government decisions, total or partial failure on the part of the Supplier's suppliers, subcontractors or executing agents, any form of interruption (scheduled or unscheduled, with or without fault) in the transmission and/or distribution of gas/electricity, generally any default by the Transmission System Operator or Distribution Network Operator, the fact that the Supplier cannot be supplied with gas and/or electricity, or failures of computer systems or means of communication.

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

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

Network Cost(s): 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 Client with retroactive effect over the previous 3 years up to the date of the invoice to which they relate;

Guarantee Deposit: A guarantee deposit provided by the Client 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.

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

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

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

Related Company: a related or associated company as defined by Articles 11 and 12 of the Belgian Companies Code.

1.2 Scope

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

2. Documents comprising 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;
- Any Amendment to the General Terms and Conditions agreed to by the parties.

The Special Terms and Conditions and its Amendments prevail over the General Terms and Conditions.

All contractual relations between Parties relating, in the broadest sense, to the Supply of electricity and/or gas, shall be subject to these General Terms and Conditions, and expressly exclude any and all of the Client's contractual conditions of purchase.

Any additions or modifications to or exemptions from these General Terms and Conditions must take the form of a written Amendment to the General Terms and Conditions (based on the appended template) signed by both Parties. If such an Amendment is drawn up, it prevails over these General Terms and Conditions.

3. Modification of the Supply Contract

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

- Proposals for modifications shall be communicated to the Client 30 days before they come into effect;
- This communication shall be validly made if sent by means of a non-certified document, email, a message sent via the Client's secure extranet or by means of an explicit statement on an invoice;
- The Client shall be deemed to have accepted the proposed modifications unless it objects by registered mail addressed to the Supplier within fifteen (15) days following communication of the proposed modification by the Supplier. In this case, the Supplier will inform the Client whether the Supply Contract will continue under the previous conditions or will be terminated, with no compensation being due in the latter case, and with the previous conditions otherwise remaining applicable until effective termination.

At the time of each renewal of the Supply Contract, it shall be deemed to have been renewed on the basis of the most recent version of the General Terms and Conditions. The Client can review the most recent version at the Supplier's website (www.lampiris.be or <http://www.gas-power.total.be/fr/conditions-de-vente>).

4. Purpose of the Agreement

4.1 The Client undertakes to draw from the Supplier the Annual Consumption of electricity and/or natural gas in order to provide power to 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 Client can request the relocation of the 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 Client's new Supply Point(s). If the Contract cannot be adapted, the Contract can be terminated at the Client's request under the conditions established in Article 9.5.

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. 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 13.5 of these conditions and the approval of the Client 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 Client's acceptance of the Contract may be inferred from proof that the Client has paid one or more of the Supplier's invoices.

6. Term of the Supply Contract

6.1 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 Client'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.

6.2 The Supply Contract shall be terminated,

- At the end of the Supply Term, subject to notice 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 7;
- In the case of Force majeure, in accordance with Article 11.

6.3 Unless the Contract has been terminated under the conditions of Article 6.2, or if no new Supply Contract has been entered into with the Supplier for the Supply Point(s), the contract shall be the subject of tacit renewal on each expiry date, for an identical term.

In the case of tacit renewal, the Supplier shall continue the electricity/natural gas supply under the conditions of the Supply Contract. If the contract provided for a fixed price formula, the energy price will nevertheless be converted, from the date of the said renewal, into an indexed price calculated as follows:

- For natural gas: TTF 103 + €7.22/MWh;
- For electricity:
 - o Single-rate meter: 1.1097 x Endex103 + €9.08;
 - o Peak hours: 1.3490 x Endex103 + €9.08;
 - o Off-Peak hours: 0.7822 x Endex103 + €9.08;

6.4 By way of derogation from Article 6.3, the Supplier can inform the Client, by non-certified document, email, a message sent via the Client's secure extranet or by means of an explicit statement on the invoice, no later than up to two months before expiry of the current contractual period, of the new prices and/or conditions that will apply after this tacit renewal. The Client shall be deemed to have accepted these new conditions, unless it objects by registered mail within fifteen (15) days following communication of the new conditions by the Supplier. In the case of refusal of the new conditions by the Client, the Supplier will inform it whether the Contract will continue under the previous conditions or will be terminated, with no compensation being due in this case.

7. Early termination

7.1 Without prejudice to its right to claim damages, the Client may terminate the Supply Contract with immediate effect, subject to notification of the Supplier by registered mail, in the following cases:

- In the case of failure of the Supplier to comply with one or more of its contractual obligations, remaining without remedy in the fifteen (15) day period following formal notice by the Client;
- In the case of fraud or wilful misconduct by the Supplier, without the need for prior formal notice.

7.2 If the Client is an SME pursuant to Article 1.63 of the law of 12 April 1965 and Article 2.50 of the law of 29 April 1999, it shall be entitled to terminate its Supply Contract subject to one (1) month's notice in writing, without termination costs. A change of energy supplier communicated by the Distribution Network Operator to the Supplier shall in this case be valid as sufficient notification of

termination, as long as the notice period has been observed.

7.3 Without prejudice to its right to claim damages, the Supplier can suspend the delivery or terminate the Supply Contract, entirely or partially, in the following cases:

- (i) In the case of non-payment of the Client for more than fifteen (15) days following formal notice by the Supplier;
- (ii) In the case of failure of any kind by the Supplier to comply with one or more of its contractual obligations, remaining without remedy in the fifteen (15) day period following formal notice by the Supplier;
- (iii) In the case of fraud or wilful misconduct by the Client. In this case, the Supplier shall send notification of its decision by registered mail.

7.4 In the case of termination or if the Client fails to designate another supplier on expiry of the Supply Contract, the Supplier shall be entitled to ask the Distribution Network Operator, with no further notification to the Client, to terminate the supply to the Supply Point(s). The Supplier cannot be held liable for any damages that may be derived from this power cut-off. The costs derived from terminating the Supply shall be payable by the Client and billed in full.

Until such time as the Supplier proceeds with the power cut-off in accordance with the above subparagraph, and the Client chooses another supplier, the Supply shall continue based on the following principles:

- (i) the Supply shall be deemed as taking place for an indefinite period and each Party can terminate it at any time with immediate effect, in the case of the Client, by choosing another supplier and, in the case of the Supplier, by requesting that the DNO cuts off the power;
- (ii) the price applicable to the Supply shall correspond, for gas, to the TTF 103 (ICE-ENDEX) price formula plus €15/MWh, and for electricity, to the average ENDEX M price (<http://data.theice.com>), plus €20/MWh.

8. Transfer of ownership and risks

The transfer of ownership of and risks relating to the electricity and gas supplied shall take place for each Supply Point immediately downstream of the last equipment that is owned by and in the custody of the concerned DNO.

9. Liability and compensation

9.1 With the exception of the cases established by these General Terms and Conditions and any mandatory legal provisions to the contrary, the Supplier shall only be liable, on a contractual or extra-contractual level, for damages caused to the Client or any other person as a result of gross misconduct, fraud or wilful misconduct by the Supplier. The Supplier shall not be liable at any time for damages caused by a mere error or negligence on its part.

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

9.3 In all cases, any damages and interest owed by the Supplier cannot exceed an amount equivalent to three (3) months of the Supplier's average monthly bill issued by the Supplier to the Client during the twelve (12) months preceding the date on which the fault was committed by the Supplier.

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

9.5 In the case of early termination of a Supply Contract in accordance with Article 7.1, the Supplier shall owe the Client a fixed compensation that may not exceed the value set in Article 9.3.

9.6 In the case of early termination of the Supply Contract in accordance with Article 7.2, the Client will not owe any compensation.

9.7 In the case of irregular termination by the Client or termination of the Supply Contract as mentioned in Article 7.3, the Client shall owe compensation at a minimum value corresponding to three (3) months of average consumption per remaining contract year(s) (full and/or commenced). The average consumption will be estimated according to the volumes billed, or the volumes measured, or the volumes contracted or, failing this, the EAV of the network operator,

annualised based on the corresponding SLP (Synthetic Load Profiles - standard consumption profiles) value. This average volume will then be multiplied by the number of months' compensation to be applied and by the average price billed over the 12 months prior to termination. This compensation does not affect the Supplier's right to claim administrative costs with a minimum flat fee of €300 and any additional damages if this fixed compensation does not cover the damage actually suffered.

10. Bankruptcy or judicial reorganisation

10.1 In the case of bankruptcy of one of the Parties, this Contract shall automatically be terminated with immediate effect on the date of the judgement declaring the bankruptcy, without the need for prior notification of the other Party nor judicial intervention.

10.2 Once the Client enters the judicial reorganisation proceeding, the Supplier shall be entitled to send its invoices fortnightly, or even at shorter intervals depending on the circumstances. These invoices shall be payable in cash upon their receipt. If a single invoice is not paid by its due date, the Supplier can terminate the Supply Contract, without prior formal notice and without prejudice to the Supplier's right to claim compensation for any damage suffered in accordance with Article 9.7.

If the Supply is continued beyond the end of the Supply Contract, this Supply shall be performed based on the principles of the Supply Contract, except where the applicable price is equal, in the case of the electricity Supply, to the average ENDEX M price (<http://data.theice.com>), plus €20/MWh, and in the case of the gas Supply, the TTF 103 (ENDEX) price formula plus €9/MWh

10.3 In the case of judicial reorganisation of the Client's business, all invoices still outstanding during the grace period granted to the Client shall be immediately payable. In accordance with Article 35 §1 of the Law on the continuity of enterprises, the Supplier reserves the right to terminate the Supply Contract if the Client has not paid its invoices within fifteen (15) days after it has received notice for these invoices.

10.4 The bankruptcy of the Client shall cause the Contract to be terminated. All open invoices shall be payable at that time and the Supplier reserves the right to offset all open invoices with all of the Client's accounts receivable resulting from the conclusion of another Supply contract, an electricity feed-in contract, a Guarantee Deposit contract, and/or the conclusion of a contract for the purchase of green certificates.

If the Supply by the Supplier continues beyond the date of declaration of the bankruptcy requested by the administrator, the principles set out in Article 10.2, subparagraph 2, shall apply mutatis mutandis.

11. Force Majeure

11.1 The Parties shall be authorised to partially or entirely suspend one or more of their obligations in the event of Force Majeure. An obligation to pay a sum of money cannot be affected by a case of Force Majeure under any circumstances.

11.2 In the event of Force Majeure, the Party that is unable to comply with its obligations deriving from the Contract shall immediately notify the other Party and take all measures with a view to remedying it or limiting its scope and consequences.

11.3 Each of the Parties shall be entitled to terminate the Supply Contract if the case of Force Majeure persists for more than one (1) month.

11.4 No form of compensation or damages shall be owed by one of the Parties to the other in the case of suspension or termination of the Supply Contract following a case of Force Majeure, notwithstanding adequate compensation for unjust enrichment that the case of Force Majeure or its consequences may have caused for one of the Parties.

12. Hardship

If, after entering into the Supply Contract (i) unforeseeable or unforeseen circumstances arise that cause the performance of the Supply Contract by the Supplier to become more difficult or burdensome, or that are likely to disrupt the original contractual balance, or (ii) if the applicable legislation or operating rules of the electricity or gas markets are modified, the Supplier shall be authorised,

depending on circumstances, to suspend its services or adjust the conditions of the Supply Contract (including the prices) to the extent necessary to re-establish the contractual balance.

13. Price – Billing – Payment terms – Guarantee Deposit

13.1 Price

Unless agreed otherwise, all prices shall be deemed exclusive of Charges and Taxes and Network Costs as defined in Article 1.

Transport and distribution costs, taxes, duties, contributions and other legal obligations of any kind imposed by the public authorities, in force at the time of the Supply, shall be billed to the Client in a transparent manner without price mark-ups above the amounts billed by the public authorities.

In the event that the name of an index is changed or if an index is replaced by another, the new name or new index shall automatically replace the old name or the old index as of the date on which this modification became final.

Any commission or other payment made by the Supplier to a third party or in return for bringing in clients or negotiating the Supply Contract on behalf of the Supplier shall be included in the price agreed with the Client.

13.2 Green certificates and co-generation certificates

As part of the legal obligations to certify a portion of the supplied electricity with green certificates and co-generation certificates, the Supplier will bill the green energy and co-generation contribution to the Client in accordance with regional legal provisions.

The Supplier will calculate and bill the green contribution based on the maximum purchase values of the green certificates and co-generation certificates established in the Special Terms and Conditions. If these maximum purchase values are not established 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.

The Supplier reserves the right to revise the green contribution owed by the Client downwards depending on the maximum purchase values of the green certificates and co-generation certificates that may be defined by the competent regulator.

13.3 Billing

Billing is performed by the Supplier each month based on the consumption data measured or estimated and made available to the Supplier by the DNO(s) concerned.

In the case of monthly meter readings, the Supplier shall issue its invoice based on the actual monthly consumption measured. However, if the Supplier does not obtain the actual consumption data on time, the Supplier shall issue its invoices based on monthly consumption to be estimated from all relevant parameters, subject to adjustment when the actual consumption data becomes known.

In the case of yearly meter readings, the Supplier shall issue its invoice based on the actual yearly consumption measured. In this case, the Supplier will issue invoices for the monthly advances, based on the consumption estimated in the Supply Contract, subject to adjustment when the actual consumption data becomes known. The Supplier can adjust the amount of these monthly advances at any time depending on all relevant parameters (actual consumption measured, changes to Charges, etc.).

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

The invoice shall be issued and sent either in paper form or by standard electronic means (such as email, Zoomit billing system, etc.) at the discretion of the Client.

The invoice shall show the different Charges that the Supplier levies at the rates applicable at the time the invoice was issued. The Charges, taxes and all other contributions or fees imposed by the public authorities or regulatory bodies shall also be payable by the Client unless stipulated otherwise by the law. The same applies to new contributions and other fees imposed by the public authorities, to be billed in addition by the Supplier to the client at the time of their introduction.

The Supplier must be notified of any dispute concerning a material error on an invoice within 10 days of the date of sending the invoice. The Supplier must be notified of any dispute concerning the actual consumption values or even the prices or Charges applied within a period of no more than 10 days following the invoice issue date. Invoices shall be deemed as accepted if no dispute is raised within ten days of the invoice date.

13.4 Payment terms and interest on arrears

All invoices from the Supplier shall be exclusively payable in euros to the Supplier's account using the payment identification number indicated on the invoices, within a period of 15 days from the invoice issue date.

In addition to administrative costs (cost of reminder min. 9 euros and cost of formal notice min. 25 euros), non-payment of an invoice by its due date shall automatically and without formal notice trigger arrears interest on all unpaid outstanding amounts at the interest rate established by the law of 2 August 2002 on combating late payment in commercial transactions.

In the case of failure to pay an invoice by its due date, all other invoices issued by the Supplier to the Client and that have not yet become due shall become immediately payable without formal notice.

All court and out-of-court costs, including reasonable costs of legal assistance, which may or may not be part of a proceeding, resulting from non-payment within the established terms, as well as arrears interest, shall be charged to the Client.

These costs shall come to at least 10% of the amounts owed or a minimum of 150.00 euros. If the Supplier grants payment terms to the Client, failure to comply with these terms shall in all cases lead to immediate termination of the Contract.

In the case of an ordinary dispute over an invoice, validly submitted in accordance with the provisions of Article 13.3, the Client shall in all cases proceed with the payment of the undisputed or indisputable portion of the invoice before the established due date.

13.5 Guarantee Deposit

Before entering into or during the performance of the Supply Contract, the Supplier reserves the right to require that the Client lodges a Guarantee Deposit or tops up a Guarantee Deposit already lodged. The amount of the Guarantee Deposit shall depend on the contracted volume and the results of the financial analysis of the Client and may come to a maximum of six months' consumption.

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.

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 established. The Client shall bear all the consequences of delays to the lodging of the Guarantee and any delay to the start of the supply, with discharge of the Supplier, and shall compensate the Supplier for any additional costs incurred.

This Guarantee Deposit can be allocated by the Supplier, at its discretion, (i) to the arrears interest envisaged in Article 13.4, (ii) to payment of the Supplier's invoices if the Client fails to settle them by the due date established in Article 13.4, (iii) to payment of compensation and damages owed by the Client to the Supplier, and (iv) more generally, to payment of all sums that the Client may owe to the Supplier.

If the Supplier exercises this Guarantee Deposit, the Client shall be obliged to reconstitute an equivalent Guarantee Deposit within a reasonable time not exceeding thirty (30) days from the date on which the Supplier exercises the Guarantee Deposit.

Failure to lodge the original Guarantee or a replacement Guarantee Deposit shall be considered as a serious failure by the Client to fulfil its contractual obligations, in accordance with Article 7.3, 3 (iii).

The Guarantee shall be returned to the Client within three (3) months following the expiry date of the Supply Contract, subject to payment of sums owed to the Supplier and having taken into account the adjustment following the expiry date of the contract integrating the effective indexes.

14. Applicable law and dispute resolution

14.1 The Supply Contract is subject to Belgian law.

14.2 All disputes related to this Supply Contract (including those related to its validity, interpretation and performance) and related to recovery of unpaid invoices, shall fall within the exclusive competence of the Liège district courts.

15. Miscellaneous and final provisions

15.1 Assignment of the Supply Contract

The Supplier reserves the right, at any time and subject to simple notification of the Client, to assign or transfer to a third company all or part of the Supplier's rights and obligations under the Supply Contract, or the Agreement itself. As of the date upon which the Client is notified, the Supplier shall no longer be bound to the Client by any of the assigned obligations.

The Client can only assign the Supply Contract to a third party with the prior, written agreement of the Supplier.

15.2 Confidentiality

All information in general disclosed by the Supplier to the Client during the performance of this contract, of a technical or commercial nature, concerning the Supplier, its activities, or its clients, suppliers or partners, shall be considered as confidential.

Nevertheless, information shall not be considered as confidential if the Client conclusively proves that:

- (i) it was public knowledge as at the contract signature date;
- (ii) it was developed independently by the Client without the use of any confidential information disclosed by the Supplier;
- (iii) it was obtained by the Client through a third party that did not breach any confidentiality obligation.

The Client shall strictly maintain the confidential nature of the aforementioned information and shall ensure that this obligation is observed by all of its employees or collaborators.

15.3 Waiver

If a Party decides not to exercise a given right deriving from the Supply Contract, this waiver shall not be interpreted as a definitive waiver of this right.

If a Party formally waives a given right deriving from the Supply Contract, this waiver shall not be interpreted as constituting a waiver of the other rights deriving from the Supply Contract.

15.4 Cancelled provision

If any provision of the Supply Contract becomes void or unlawful under the applicable laws, this provision shall be deemed unwritten and the other provisions of the Contract shall remain in effect and continue to govern the relations between the Parties. The Parties shall come together to negotiate in good faith the replacement of the cancelled clause with a valid provision achieving an equivalent result.

15.5 The entire agreement

The Supply Contract is the entire agreement between the Parties and cancels and replaces all prior agreements, letters, arrangements and understandings, both written and verbal, which may have existed between the Parties, unless expressly agreed otherwise between the two parties.