

These general terms and conditions apply to all products and services offered by Blue Corner, hereinafter referred to as BC. Together with special project-specific agreements, quotes and their terms as confirmed by the customer and any additional terms and conditions, these general terms and conditions set down the rights and obligations that exist in the relationship between the customer or end user and BC. In the event of any contradiction between these general terms and conditions, the special project-specific agreements or any supplementary terms and conditions, the terms and conditions of the special project-specific agreements shall take precedence over the contradictory provisions in the supplementary terms and conditions, if any, and those of the supplementary terms and conditions shall take precedence over the contradictory provisions in these general terms and conditions. The terms and conditions stipulated by BC in the special project-specific agreements, the supplementary terms and conditions or these general terms and conditions shall always prevail over the terms and conditions of the customer, unless otherwise expressly agreed in writing.

1. DEFINITIONS

- 1.1 General terms and conditions: these general terms and conditions, including any appendices.
- 1.2 Services: the services offered by BC to the customer via the website or in any other way, including consultancy services, charging services, customer service, maintenance services, financial services etc.
- 1.3 Products: all products offered by BC.
- 1.4 End user: the natural or legal person who uses the products and/or services of BC.
- 1.5 Electric vehicle: a vehicle propelled entirely by an electric motor and/or a hybrid vehicle partially propelled by an electric motor, whether or not using electricity stored in a battery, which can be recharged through the use of a charging point.
- 1.6 Customer: the natural or legal person who enters into an agreement with BC for the purchase of one or more products or services. Customers can also be end users if they themselves use the products or services of BC.
- 1.7 Customer service: the customer service provided by BC which, subject to the applicable terms and conditions, may be called upon in the event of complaints, questions or comments.
- 1.8 Means of access: means of access that provide access to the networks, including but not limited to: Text message authentication, smartphone authentication and charging card.
- 1.9 Quote: the quote issued by BC in relation to one or more products or services.
- 1.10 Charging point: a facility at a given location that can be used to charge the battery of an electric vehicle in BC's own network and in the interoperable networks.
- 1.11 Network: the BC network and partner network together.
- 1.12 Agreement: the agreement, both with regard to periodic and/or regular and to one-off performances, between BC and the customer in relation to products and/or services. The general terms and conditions, the confirmed quote and any other specifically agreed terms and conditions shall form part of this agreement.

1.13 Interoperable networks: the combination of all networks outside the BC network where customers or end users can charge an electric vehicle.

1.14 Private charging point: a charging point belonging to the BC network that is located on private property, access to which may or may not be provided to a limited audience by the owner of the charging point.

1.15 Government grant service: a service that guides the customer in finding and obtaining government grants for environmentally friendly investments and sustainable mobility.

1.16 Blue Corner: the provider of products and services, i.e. Blue Corner NV, with its registered office at Rijnkaai 37, 2000 Antwerp, Belgium, and with company number 0833.034.020

1.17 Blue Corner network: all charging points over which BC (whether or not in consultation with the owner of the charging point) exercises full control in relation to granting access to third parties.

1.18 Website: the website of Blue Corner NV, accessible via www.bluecorner.be

2. SCOPE

- 2.1 These general terms and conditions shall apply to all contracts, subscription plans, products, services, quotes, applications and, more generally, to all legal transactions between the customer or end user and BC.
- 2.2 The customer or end user agree to be bound by these general terms and conditions when they sign an offer or agreement or use BC's products or services in any way. The general terms and conditions also apply to new or additional products and services which the customer or end user acquire from BC after the conclusion of the agreement.
- 2.3 Deviations from and additions to these general terms and conditions shall only be valid if expressly agreed in writing.
- 2.4 BC is only bound by deadlines insofar as these are provided for in these general terms and conditions, or if these are stated in specific agreements or quotes.

3. CONCLUSION OF THE AGREEMENT

- 3.1 When BC issues a quote, this quote is valid for the term specified on it; in the absence of any specific validity term, quotes shall have a validity term of one month. An agreement is only concluded in writing by signing a quote, by sending an e-mail confirming the agreement or by concluding a written agreement.
- 3.2 When entering into an agreement, the customer is asked to provide certain data. The customer undertakes to keep these data up to date, complete and correct. The customer also undertakes to provide these data only if authorised to do so. The customer undertakes to notify BC immediately in writing, by e-mail if necessary, of any changes to the data.
- 3.3 If a customer concludes an agreement with BC with the intention of having third parties as the end users of BC's products and services, the customer is obliged to impose the general terms and conditions and any supplementary terms and conditions that apply to it on the end users as well. The customer shall ensure that the end users comply with the general terms and conditions and any supplementary terms and conditions.
- 3.4 BC may refuse requests for products or services without giving reasons. BC may

impose restrictions on the use of products or services, block services in whole, in part or temporarily, or terminate the agreement if the customer fails to act in good faith and fails to provide any requested data or provides incorrect data. BC is also authorised to carry out an investigation into the customer's creditworthiness.

4. RATES

- 4.1 The prices and rates for the customer are determined in the quote. In the absence thereof, the rates specified on the website shall apply. BC is entitled to adjust the applicable prices and rates with due observance of a written notice period of two months. If the customer does not agree, it shall be entitled to terminate the relevant agreement by the date on which the adjustment comes into force.
- 4.2 The method of payment by the customer is included in the quote. If there is no specific quote, invoices shall be paid by transfer into the bank account indicated on the invoice.
- 4.3 The amounts charged by BC are binding unless the customer demonstrates that these data are incorrect.
- 4.4 The amounts owed by the customer under the agreement are exclusive of VAT and/or other government levies to be charged by BC, unless otherwise agreed. BC is entitled to pass on to the customer any increases in taxes or other compulsory surcharges imposed by the government, even after conclusion of the agreement.
- 4.5 The customer accepts that BC sends all invoices electronically, unless otherwise agreed in writing.
- 4.6 Any complaints about an invoice must be submitted to BC in writing before the payment term expires. If the customer fails to do so, its complaint is late and cannot be accepted. If a customer has filed a complaint, it shall not be entitled to suspend or set off payment. If the complaint is justified, any excess amount charged shall be refunded by BC.
- 4.7 If the customer does not pay the amounts due within the applicable payment term, interest of 1% per started month shall be payable, by operation of law and without notice of default, from the due date of the invoice until full payment of the amount. In the event of late payment, a one-off administration fee of €15.00 is also charged. In addition, an agreed and fixed compensation of 10% of the due and outstanding amount with a minimum of € 25.00 shall be payable. In case of non-payment, BC is entitled to suspend the delivery of its services or products from the date of default and until the customer has paid the amount due in full.
- 4.8 BC reserves the right to propose or introduce new and alternative payment methods in the future.

5. DURATION AND TERMINATION OF SERVICES

- 5.1 An agreement is entered into for the term specified in the agreement and, in the case of periodic and regular services such as subscription plans, may be terminated in accordance with the stipulations contained in the agreement or the supplementary terms and conditions.
- 5.2 Unless otherwise stated, an agreement for the supply of periodic and regular services shall be entered into for a period of twelve

months commencing on the date the customer signs the agreement. After this twelve-month period, the agreement shall be tacitly renewed for an indefinite period. Both parties may terminate the agreement at any time thereafter in writing and by e-mail, subject to a notice period of two months from the date of the termination itself. If the customer prematurely terminates the agreement before the expiry of the first twelve-month period and before the expiry of the notice period, the customer shall pay compensation equal to what it owes in costs for the remaining period of its agreement.

5.3 Termination can be effected by sending an e-mail to services@bluecorner.be and stating the name of the customer, the address, postcode, place of residence and the preferred date of termination.

5.4 For customers who purchase products or services in their capacity as private consumers, i.e. not in a commercial context, that are concluded at the request of or following a quote by BC and not following contact by the consumer itself, the agreement may be dissolved and terminated by registered post within fourteen days after the conclusion of the agreement. This termination is free of charge, and the agreement shall be deemed never to have existed. If any services were used during this cancellation period of up to fourteen days, these must be reimbursed by the customer in accordance with the terms and conditions in the agreement.

5.5 BC may immediately terminate the agreement or the provision of services in the following cases:

- when the customer or end user fails to fulfil the obligations of the agreement and continues to fail to do so after a period of fourteen days following BC's written request;
- in case of bankruptcy, debt settlement, protection under the Continuity of Enterprises Act;
- if the receiver, administrator or debt mediator asks BC to continue the agreement, this may be done if BC agrees to this;
- if, in the case of the customer being a legal entity, the legal entity is put into liquidation.

5.6 Upon termination of the agreement, all mutual obligations shall immediately lapse. In the event of premature termination or cancellation of the agreement, the customer shall immediately owe all remaining fees. The customer must immediately return the products made available to it, such as the charging card. All of the above is subject to the compensation to be claimed by BC if it provides proof of additional damage.

5.7 Sections 5.1, 5.2 and 5.3 shall not apply to one-off services.

6. USE OF PUBLIC CHARGING POINTS

6.1 BC offers various subscription plans under which customers and/or end users can charge an electric vehicle at a charging point within the network. If a fixed subscription fee is applicable, the cost of using the network is not included in this subscription fee. These usage fees are charged separately on a monthly basis. For further details on the costs of using the network, please refer to the information provided on www.bluecorner.be.

6.2 When charging with means of access as agreed upon, such as a card or text or smartphone authentication, for example, it is agreed that this means of access may only be used to charge at the charging points within

the BC network and the interoperable network with which BC has entered into agreements.

Insofar as the means of access is used for charging within an interoperable network, BC cannot guarantee the correct handling of the charging transactions and the related processing of customer or end user data.

6.3 The customer or end user is responsible for ensuring that the electric vehicle for which the services are used complies at all times with the applicable legal obligations. BC can never be held liable when the electric vehicle cannot be charged or cannot be charged safely because of a defect in this vehicle or in the tools used, such as the charging cables.

6.4 Unless otherwise agreed, the customer or end user is responsible for the use of a proper cable that meets all the required conditions of use, including those related to safety.

6.5 When using the charging points, the customer or end user shall comply with all regulations applicable to this charging process, including both the regulations of BC and the terms and conditions of the operators of the interoperable network, as well as any statutory regulations concerning safety, for example.

6.6 BC provides no guarantees in relation to charging point density or accessibility of charging points. Unless otherwise agreed, BC also provides no guarantee that the charging points work without interruption and/or failure at all times or are available at all times.

6.7 For the use of charging points that are not BC charging points but that are connected in the interoperable network, the terms and conditions of the operator of the relevant charging point also apply. BC cannot be held liable for any damage incurred by the customer or end user in connection with the use or defects of the charging point in the interoperable network, including those resulting from errors in the charging process and the processing of data by third parties.

6.8 BC is not liable for any damage suffered by the customer or end user as a result of not being able to charge the vehicle or not being able to charge it fully, or as a result of the use or operation of a charging point.

6.9 BC is entitled to remove charging points from its own network or the interoperable network at any time. The current situation of the network and the location of useable charging points can be checked daily on the BC website.

6.10 For private charging points, a charging card can be made available to the customer or end user by BC. Unless otherwise agreed in writing, only one card shall be issued per charging point. In principle, this charging card can only be used at the BC charging point designated and authorised for the customer or end user, unless BC, in consultation with the customer, renders the charging card suitable for use at other charging points in the network under the terms and conditions applicable to each charging point. In this case, the customer or end user is responsible for being aware of and accepting the terms and conditions of the interoperable network. BC is entitled to change the settings of the charging card. The customer or end user is responsible for all use made of the charging card, whether by third parties or otherwise. The charging card may only be used for the purpose for which it was issued. Any PIN code or password that is provided must

be kept with due care so that it is not accessible to third parties, and under no circumstances must it be shared with third parties. Loss or theft of the charging card, of the PIN code or password, or misuse of the charging card must be reported to BC immediately so that BC can block the charging card. Up to the time of such report, the customer or end user shall bear the risk of any use or misuse made of the charging card. Loss, theft or misuse must be reported to BC's customer service department.

6.11 BC shall make a replacement charging card available as quickly as reasonably possible. A charge may be payable for this. The charging card remains the property of BC at all times and must be returned at the end of the agreement.

7. SALE AND INSTALLATION OF PRODUCTS

7.1 BC offers a number of products, such as charging points, subject to the terms and conditions set down in the quote or agreement or in the general terms and conditions.

7.2 Unless otherwise agreed, BC offers no additional warranty to the manufacturer's warranty of the respective appliance. Unless otherwise agreed, charging points shall be installed by BC itself. Under no circumstances is BC responsible for incorrect or careless installation or use of certain appliances when their installation was not performed by BC. Repair costs may be charged by BC if these result from careless use and/or installation of the appliance, if the basic conditions for normal installation have not been observed or if the instructions concerning installation have not been followed.

7.3 Work carried out by BC outside or after the expiry of any warranty must be paid for at the usual rates.

7.4 The customer shall immediately report defects or problems with the products or procedures to BC. Insofar as a warranty applies or a supplementary maintenance agreement has been entered into, BC shall rectify the problems found upon receipt of the report and replace any products or parts within the shortest possible time.

7.5 The specific content and scope of maintenance services or other services to be provided by BC shall be laid down in the agreement between the customer and BC.

7.6 All products and materials shall be delivered subject to retention of title, unless otherwise agreed. The title to the products shall only be transferred to the customer from the moment all costs have been paid. The customer is obliged to notify third parties, including the end user, that this retention of title exists.

7.7 Even if the customer develops a new product through use of the product, this new product shall only become its property to the extent that all obligations of the customer to BC with respect to the delivery of the product have been fulfilled.

7.8 The amount of work and the price for installation shall always be determined in advance as part of the quote. If this is deviated from, the additional costs shall by definition be for the account of the customer, unless expressly agreed otherwise. This shall also apply to additional travel costs if an appointment made could not proceed due to the customer's fault.

8. MAINTENANCE AND SUPPORT

8.1 If the customer or end user has opted to enter into a maintenance and support agreement, the following terms and conditions apply.

8.2 BC's "Maintenance & Support" services are subdivided into the following activities. Each of these activities can be agreed upon as an option.

- Preventive maintenance
- Curative maintenance

8.3 If the customer has an agreement that includes preventive maintenance, this shall include an annual inspection of the various charging systems to prevent any defects. This inspection is primarily performed remotely; if the remote analysis indicates any problems/defects, further checks may also be performed on location. A status report is also drawn up during the preventive check.

8.4 If the customer has an agreement that includes preventive maintenance, this shall include the modification and/or adjustment of the various charging systems. Adjustments to the firmware in the charging points are included in the costs if this option is taken up in the contract. This firmware is updated based on developments in the market and technology.

8.5 If the customer has an agreement that includes curative maintenance (or technical support), this shall include maintenance based on registered complaints. When this option is taken up in the agreement, all interventions (both remote and on location) are included in the contract.

8.6 Clearly defined service levels apply to the maintenance of and support for the charging infrastructure. These only apply if the customer has entered into a contract for maintenance and support.

- Customer service and remote first-line support = available 24/7
- If the service (EV charging) is unavailable, it is agreed that this shall be resolved within three working days

9. CONNECTION AND PORTAL

9.1 If the customer has an agreement that includes the connection and portal service, the following terms and conditions apply.

9.2 Blue Corner shall provide the necessary IT services, consisting of

- Guaranteeing a connection between the charging point and software platform
- Providing access to the software platform

9.3 The connection between the charging point and software platform enables the necessary data to be exchanged in relation to

- The status of the charging point
- Usage/charging sessions at the charging point

The connection is achieved through secure (private) machine-to-machine communication, which is conducted over the mobile data network (GPRS/UMTS) of Blue Corner's telecom provider.

9.4 Access to the software platform enables the customer to

- view all relevant information about the charging point (usage, status) in real time
- configure and control the charging point remotely

This is done through the Blue Corner customer portal. The customer portal can be accessed by the customer using any current web browser.

10. HOME CHARGING SETTLEMENT

10.1 If the customer has an agreement under which its employees also charge at home and the costs incurred for home charging must be settled via Blue Corner, the following terms and conditions apply

10.2 The customer has one or more employees who drive electric vehicles and charge at home. The 'Home charging settlement' service ensures that usage during charging sessions carried out by these employees at home can be reimbursed by the customer.

10.3 Blue Corner offers its 'Home charging settlement' service as follows

- The employee installs a charging system (whether or not at the customer's expense) equipped with both the necessary options (charging session metering and communication module) and the 'Connection & Portal' service at his/her home address.
- Home usage is recorded on the software platform as a result.
- Blue Corner shall provide a monthly report to the customer on this basis. The report contains individual cost statements for each employee.

10.4 In cooperation with certain energy suppliers, BC also offers a full settlement service. This is sold as two formulas

- Reimbursement: under this formula, BC's partner energy supplier acts as the paying party towards the employee, who shall be reimbursed the amount of his/her home charging sessions (including VAT), and as the invoicing party towards the employer, who reimburses the partner energy supplier for the home charging sessions of the employee.
- Split bill: this formula is the same as Reimbursement, apart from the fact that the employee has a contract with the relevant partner energy supplier. This allows the employer to recover the VAT on the home charging sessions.

A separate contract is always entered into between the customer and the partner energy supplier for Split Bill/Reimbursement. Separate terms and conditions and possibly fees apply between the customer and the partner energy supplier.

11. OPERATION - GENERAL

11.1 If the customer has chosen to have one or more of its charging systems operated by Blue Corner, the following terms and conditions shall apply.

11.2 The customer entrusts Blue Corner with the operation of the attached charging points for electric vehicles, with a connection to the electricity grid. As a result, Blue Corner shall operate its charging systems commercially on behalf of the customer. This means

- Ensuring that every EV driver can access the charging systems, using a market-standard means of access (RFID card, SMS authorisation etc.)
- Ensuring that EV drivers can find their way to the charging systems by publishing them on the various in-car navigation systems and widely used information platforms such as oplaadpalen.nl and chargemap.com

- Ensuring that settlement takes place to the various EV drivers, whether directly (customers of Blue Corner) or indirectly (customers of other market actors with which Blue Corner has an agreement)

11.3 Every charging point that falls under the operation agreement requires a parking space for electric vehicles, clear markings indicating the parking space is intended for electric vehicles only and possibly an E9a traffic sign. The customer shall ensure that this parking space is set up correctly for operation.

11.4 The reserved area(s) shall be signposted sufficiently clearly by the customer for use by electric vehicles. The parking spaces shall be exclusively reserved for parking while charging an electric vehicle.

11.5 The customer shall safeguard the operation of the charging points as much as possible so that the relevant service — the charging of electric vehicles — can be carried out correctly. This includes

- Keeping the parking space as free as possible for charging service users
- If the power supply to the charging point comes from a customer installation, the customer is responsible for uninterrupted power supply. If power cannot be supplied for a period in excess of four hours, the customer must notify BC.

11.6 General publication: unless otherwise agreed, Blue Corner shall publish the charging points it operates on various channels, including car navigation systems, websites and similar.

11.7 BC shall enable the customer to monitor essential information about the operation via the customer portal, including information about charging sessions, usage, rates and settlement and general information about the charging points, their status and fault history.

11.8 The services and provisions of this Article (Article 11) shall apply in full if the customer decides to have the charging points operated by BC, regardless of the operating model chosen. This operating model shall always be specified in the agreement. The options include

- Network partnership — see Article 12 for more
- Virtual operator — see Article 13 for more

12. OPERATION - NETWORK PARTNERSHIP

12.1 If the customer has chosen to operate the charging point via a so-called 'network partnership', the following terms and conditions shall apply.

12.2 The customer has the option of making charging at the charging points that fall under the 'network partnership' free of charge; BC shall not credit the charging sessions of its own users in this case.

12.3 Rates for third parties at the charging point(s) shall be determined by BC.

12.4 The revenue generated from the operation of the charge point is shared between the customer and Blue Corner. The distribution rate is based on an agreed amount in the agreement.

12.5 BC shall draw up a monthly settlement of the charging sessions performed in the form of a credit invoice to the customer. Payment of this credit invoice must be made within thirty days after the date of the invoice.

13. OPERATION - VIRTUAL OPERATOR

13.1 If the customer has chosen to operate the charging point via the 'virtual operator'

model, the following terms and conditions shall apply.

13.2 The customer may specify the rate per charging point or group of charging points based on the rate setting options — or a combination thereof — that BC offers. These rate setting options are as follows

- Price per kWh (€/kWh)
- Price per minute (€/kWh)
- Starting rate charged at the start of each charging session (€/session)
- Turnover rate charged when an electric vehicle is connected but no longer charging. This turnover rate is also set per minute (€/min).

13.3 The customer also has the option of setting a specific rate for the following target groups

- Its own users
- Blue Corner subscribers
- Other service providers

13.4 BC shall charge the set rate to all parties using the charging service.

13.5 BC cannot guarantee that the other service providers pass on the set rates to their subscribers on a one-to-one basis.

13.6 The 'virtual operator' model can only be applied to charging points purchased by the customer.

14. OPERATION - CONCESSION

14.1 The customer and BC may agree that BC itself shall invest in publicly accessible charging points on the customer's premises. In this case, the following conditions and provisions shall apply.

14.2 The customer shall give Blue Corner permission to operate the charging points on the customer's premises. The term for which this permission is granted shall be stipulated in the agreement.

14.3 The model for revenue sharing used in this case shall always be 'network partnership' (see also Article 12).

14.4 The investment made by BC shall always be limited to the charging points themselves. Extensions to the customer's electrical installation and other preparatory work are not included and shall be borne by the customer, unless expressly agreed otherwise.

14.5 The charging points in which BC has invested shall remain the property of BC during the term of the agreement.

14.6 Upon termination of the Agreement, the customer may choose to

- take over BC's charging points for an agreed amount
- have the charging points removed. This removal shall always be performed by BC at a price to be paid by the customer.

15. CHARGING CARDS AND SUBSCRIPTIONS

15.1 If the customer has chosen to issue its own charging cards and subscriptions via BC, the following terms and conditions shall apply.

15.2 The customer has the option to determine the subscriptions and underlying rates itself.

15.3 The general rate setting options are as follows

- Subscription fee, monthly or yearly (€/month or €/year)
- Roaming fee: this is an amount per charging session that is paid when the customer's subscribers charge their vehicles at a charging

point that is not operated by the customer or BC

15.4 The rate setting options for user subscriptions for charging at the customer's own charging points are

- Price per kWh (€/kWh)
- Price per minute (€/kWh)
- Starting rate charged at the start of each charging session (€/session)
- Turnover rate charged when an electric vehicle is connected but no longer charging. This turnover rate is also set per minute (€/min).

- The customer may also choose to pass on the rates set on the charging point itself to subscribers on a one-to-one basis. In this case, no rate setting will be linked to the subscription itself.

15.5 The customer shall pay BC a fee per active customer subscriber. This fee is specified in the agreement.

16. CUSTOMER SERVICE (+32 78 481 077)

16.1 BC's Customer Service offers services in response to questions and/or complaints from customers or end users regarding BC's products and services.

16.2 BC cannot guarantee that its Customer Service will be available at all times without interruption and/or failures, nor that specific results will be achieved as a result of the provision of its Customer Service.

16.3 BC undertakes to respond to complaints or enquiries within two working days of the day on which the question or complaint is received by BC, except in cases of force majeure.

17. WEBSITE

17.1 As part of an agreement, end users may use the services offered through the website.

17.2 General information on these services is provided on the website. BC cannot guarantee the accuracy or completeness of this information. BC also cannot guarantee that the use of the website and any services offered through the website will lead to the correct results or that the information is suitable for specific purposes.

18. TRANSFER BY THE CUSTOMER TO THIRD PARTIES

18.1 The customer is not permitted to transfer its rights and obligations arising from the agreement, such as the use of services, or to make these available to third parties in any other way without BC's prior consent.

18.2 All errors or omissions made by end users to whom the customer has granted access to use BC's products or services fall fully under the customer's liability, even if the products or services are used with BC's consent. In other words, any errors and omissions by end users are viewed as errors and omissions by the customer itself.

18.3 When the customer sells the electric vehicle for which it has purchased services (such as a subscription) from BC before the expiry of the agreement term due to certain circumstances, the customer may transfer the contract to the purchaser of the vehicle, subject to mutual agreement and subject to the agreement of BC.

19. LIABILITY

19.1 One element of the services offered by BC consists of assistance in the conclusion of

agreements between the customer and other parties such as car suppliers, leasing companies and government agencies. BC is not responsible for the content of these agreements. The customer is solely responsible for assessing the content of these agreements to determine whether they meet its requirements. BC expressly cannot provide any guarantee regarding the way in which the customer concludes agreements with third parties. The customer also agrees that BC shall not be liable for the damage suffered by the customer if a third party fails to fulfil its obligations to the customer.

19.2 The customer or end user must ensure that the peripheral equipment used by them, such as mobile phones or computers and connections, is sufficiently protected against unauthorised use or viruses. BC accepts no responsibility for interrupted or malfunctioning communications, infrastructure or internet connections.

19.3 The customer or end user is fully liable for any damage resulting from incompetent or careless use of the charging points and related items that are made available, such as charging cards or charging cables. The customer or end user shall indemnify BC against any claims by third parties in this respect. They shall also indemnify BC against any claims by third parties in connection with conduct or circumstances that are for the account or risk of the customer or end user.

19.4 BC and the customer are mutually liable for the damage resulting from contractual breaches, albeit only for direct and foreseeable damage. Indirect damage and unforeseeable damage are not compensable except in case of malicious intent or gross negligence. Direct and foreseeable damage is also not compensable when force majeure is proven.

19.5 BC is not liable for the shortcomings of third parties engaged by BC for the performance of services. BC is also entitled, without prior consultation with the customer, to accept on its behalf any limitation of liability imposed by the third party.

19.6 The liability of BC shall in any case be limited to the amounts covered by its insurance policies.

20. INTELLECTUAL PROPERTY

20.1 The customer or end user agrees that all intellectual property rights, such as copyright, trademarks, design rights or patents, of the services or products and of the information exchanged with the customer, the map, the website and all underlying source codes, shall remain the property of BC or its licensors. Subject to the privacy legislation, BC may further use or develop products, materials and methods provided by the customer or containing information derived therefrom, and these new developments shall then be the property of BC.

20.2 The customer or end user is not permitted to remove or change any indications regarding the confidential nature or intellectual property rights of the software, the equipment, the website or the other items.

21. PRIVACY

21.1 When offering products and services, BC processes certain information from the customer or end user, including personal data,

which makes it possible to identify particular individuals.

21.2 When processing this personal data, BC shall act in compliance with the applicable privacy legislation.

21.3 BC may share the personal data provided by the customer or end user with third parties as part of the performance of the agreement. Behavioural data on the use of products and services, such as charging behaviour, may also be shared with third parties. By accepting these general terms and conditions, the customer or end user unconditionally consents to BC processing personal data and sharing these data with third parties. Insofar as the customer does not agree to this, it must prohibit BC from passing on its personal data to third parties by registered post.

22. OTHER SERVICES

22.1 In addition to the charging point services described in Article 6, BC provides other services such as consultancy services, customer service, maintenance services and financial services.

22.2 BC shall make every effort to perform these services carefully on the basis of a best-efforts obligation. The services may be laid down in writing in a separate agreement with the customer. Only if a specific result is expressly stipulated in the agreement is BC obliged to deliver this intended result.

22.3 Activities that are performed by BC at the request or with the consent of the customer and that fall outside the content or scope of the agreed services must be paid for at the usual rates. Insofar as a fixed price has been agreed for these services, BC shall inform the customer in writing of the costs of these additional activities.

22.4 The customer shall provide BC with all information necessary for the proper performance of the services in a timely manner and shall provide all assistance required. The customer is responsible for the completeness and correctness of the data provided.

22.5 When BC has provided advice or a service, the customer is responsible for the use it makes of this.

23. OTHER PROVISIONS AND APPLICABLE LAW

23.1 BC may change its products offer or the content of the services at any time. BC is also entitled to amend the general terms and conditions. BC undertakes to communicate any changes to the general terms and conditions via its monthly invoice. If a customer does not agree to the amended general terms and conditions, it has one month after receipt of the invoice to object to the application of the new terms and conditions by registered post.

23.2 BC is entitled to engage third parties for the performance of the agreement. BC is also entitled to transfer the rights and obligations under the agreement to a third party in whole or in part. The customer consents in advance to the transfer of its legal relationship with BC to a third party within the framework of a transfer, whether in full or not, of BC's business to a third party.

23.3 The customer is not permitted to circumvent or remove technical security measures or restrictions on use in connection with the products or services.

23.4 If any provision of these general terms and conditions should be invalid, unlawful or null and void for any reason whatsoever, this shall not affect the validity of the remaining provisions of these general terms and conditions, which shall remain in full force and effect.

23.5 Any provisions of these general terms and conditions that by their nature are intended to continue even after the agreement has ended shall remain valid after the agreement has ended.

23.6 The agreement, any additional terms and conditions and these general terms and conditions shall be governed by the laws of Belgium. Any disputes relating to or arising from this shall be subject to the jurisdiction of the competent court in Antwerp.