

# General Terms and Conditions of Energy Knights

## Article 1: Definitions

**Energy Knights:** Energy Knights BV, with registered office at De Regenboog 11, box 4, 2800 Mechelen (Belgium), and with company number BE1001.276.164;

**Consumer:** the natural person who has entered into a Contract with Energy Knights for the purpose of receiving Services outside of their commercial, business, craft, or professional activities;

**Customer:** any Consumer who purchases Energy from Energy Knights;

**Notice:** a written message that, as further specified in this Contract, can be sent by email or (registered) mail from one party to the other;

**Energy:** electricity;

**Grid Operator:** the distribution grid operator of the national, regional, or local network for the transmission, transportation, and/or distribution of Energy;

**Contract:** a contract for the Supply and/or Return of Energy concluded between the Customer and Energy Knights, to which these General Terms and Conditions and the respective Special Conditions apply;

**Contract Formula:** the tariff schedule for which the Customer registers and which forms part of the Contract;

**Connection Point:** the physical delivery point designated by the Customer to Energy Knights for the Energy supplied to the Customer in Flanders, where the respective analog and/or digital meter(s) are installed, characterized by one or more EAN numbers;

**Service:** the Supply of Energy by Energy Knights to the Connection Point designated by the Customer or the Return of Energy generated by the Customer to Energy Knights;

**Supply:** the delivery of Energy to the Connection Point;

**Injection:** the Energy generated by the Customer and returned to the distribution network through the digital meter (also called feed-in);

**Injection Fee:** the compensation owed by Energy Knights to the Customer for the Return of Energy via the Connection Point;

**Fees:** the amounts owed by the Customer to Energy Knights for, among other things, (i) the supply of Energy, including the fixed subscription cost per Connection Point; (ii) taxes, contributions, levies, and other charges imposed by the competent authorities (including VAT); (iii) transportation and distribution costs charged by the Network Operator, rental fees for the metering equipment used at the Connection Point, costs for connecting or disconnecting the Connection Point, and other network services; and (iv) administrative costs if the Customer (a) has solar panels with an inverter of <10kW and a reverse meter and/or (b) participates in any form of energy sharing (peer-to-peer, energy communities), and (v) any costs and (damage) compensation due to late and/or incomplete payment, including costs of Notice, reminder, notification of default, and collection, in the broadest sense of the word;

**GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

**Privacy Policy:** the policy for the processing of personal data, which is published on <https://www.energyknights.be/privacy/en>;

**Special Conditions:** the tariff schedule for Energy that forms part of the Contract concluded between the parties, as amended from time to time;

**Coin System:** coins, expressed in euros, which are settled by Energy Knights in relation to transactions that the Customer has entered into with commercial partners of Energy Knights;

**Customer Zone:** the separate section of the Energy Knights website where the Customer can, among other things, consult the Contract and the tariffs applicable to the supply of Energy at the Connection Point, modify and correct data, adjust advance payments, and indicate payment preferences.

## Article 2: Applicability of General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all Contracts between Energy Knights and the Customer regarding the Service provision by Energy Knights to the Customer in Flanders.
- 2.2 They form a single instrument together with the Special Terms and Conditions that apply to the specific Contract formula chosen by the Customer.

## Article 3: Object

- 3.1 The Service provision by Energy Knights consists of:
  - Supply of Energy to the Customer at the designated Connection Point(s), where the Grid Operator is responsible for the physical supply of Energy;
  - Providing information on the Customer's energy consumption at the relevant Connection Point(s);
  - Offering customer service and support for questions and problems related to the Service provision.

The supply of Energy by Energy Knights is subject to the condition that the Connection Point is connected to the electricity grid in Flanders, which is the responsibility of the Grid Operator.
- 3.2 Energy Knights will perform the provision of the Service with due care and expertise and will strive to provide the Service at a level that meets the applicable standards and expectations.
- 3.3 Energy Knights is not liable for any damage or loss resulting from a shortcoming in the quality of the provision of the Service, unless such shortcoming is the result of intentional or gross negligence by Energy Knights. Energy Knights can only be held liable for damages that were exclusively caused by its shortcoming.

## Article 4: Conclusion of the Contract

- 4.1 The Consumer has a right of withdrawal of fourteen days following the acceptance of the Contract formula by the Consumer, which right can be exercised by sending a Notice by registered mail to Energy Knights. If the provision of the Service has started within the period during which the Consumer can exercise his right of withdrawal, such right of withdrawal does not apply to Energy already supplied.
- 4.2 The provision of the Service will commence on the date on which Energy Knights has confirmed in writing to the Customer that the Service provision can be started, after Energy Knights has been registered as a supplier by the competent Grid Operator for the Connection Point in the Grid Operator's access register (the "**Start Date**"). Such confirmation may be subject to conditions, including the payment by Customer of overdue invoices from Energy Knights and/or another energy supplier, or the payment of a security deposit. Such security deposit may not exceed three months' estimated consumption, and the Customer explicitly acknowledges that Energy Knights has the right to use this security deposit to pay any debts owed by the Customer.

## Article 5: Power of Attorney

By accepting the Contract, the Customer grants Energy Knights, to the extent necessary, the power of attorney to (i) request and/or provide all necessary information to and/or from relevant third parties, including the Network Operator, and (ii) take over any other energy supply contracts that the Customer may have with third parties and that relate to the Connection Point, in order to start the Service. The Customer shall at all times be responsible for terminating their energy supply contract with a third-party supplier.

## Article 6: Duration and Termination of the Contract

- 6.1 Depending on the Contract formula chosen by the Customer, Energy Knights will provide the Service for a fixed or indefinite period, starting from the Start Date, unless otherwise agreed between Energy Knights and the Customer (the "**Contract Period**"). Unless the Contract is terminated in accordance with Articles 4.1, 6.3 or 6.4, a fixed-term Contract will automatically be extended for the period specified in the Special Conditions.
- 6.2 The physical Supply will start as soon as Energy Knights is registered as a supplier in the Grid Operator's access register.
- 6.3 Each party has the right to terminate the Contract at any time and without a compensation for termination being due provided that the terminating party has provided the other party with a Notice by registered letter, with a notice period of 3 weeks if the Contract is terminated by the Customer, and 2 months if the Contract is terminated by Energy Knights, in each case from the date of notification. The Service will, however, continue to be provided after termination under the conditions that were in effect at the time of notification of termination, until the Customer has designated a third-party supplier or Energy Knights is no longer registered as a supplier for the Connection Point in the Network Operator's access register.
- 6.4 The Contract will automatically terminate when:
- the Customer moves to an address where Energy Knights cannot provide energy supply, effective as of the actual moving date;
  - the Customer has not paid the due Fees within 45 calendar days of notification by registered letter. Unless the Customer enters into an energy supply contract with a third-party supplier, Energy Knights will transfer the energy supply to the social supplier Fluvius upon expiration of this term.
- 6.5 In the event of termination of the Service, Energy Knights will make all reasonable efforts to terminate the Service as soon as possible and inform the Customer of the termination.

## Article 7: Fees

- 7.1 The relevant prices and rates at which Energy Knights offers its services are stated in the Contract formula chosen by the Customer when entering into and/or renewing the Contract with Energy Knights.
- 7.2 If the Contract formula chosen by the Customer includes variable rates, the Customer can consult these via the Customer Zone.

## Article 8: Invoicing and Payment

- 8.1 All Energy Knights invoices will be sent to the Customer via email and are payable within a term of 15 calendar days from the date of issue to the bank account number

- specified therein. A payment is only considered complete when the Customer correctly provides the structured message with their transfer.
- 8.2 If the Energy is supplied to a Connection Point with an analogue meter, Energy Knights will prepare an annual settlement invoice, taking into account the monthly fixed advance invoices paid by Customer of which the amounts can be adjusted by the Customer in the Customer Zone. If the Connection Point has a digital meter, the Customer can choose between an annual settlement with fixed monthly advances or a monthly settlement with dynamic monthly advances. Only in the case of an annual settlement, can the Customer adjust the fixed monthly advances if desired.
- 8.3 The Customer has the option to make payments by bank transfer or by direct debit. In the latter case, Energy Knights will offer the payment to the financial institution specified by the Customer via the Customer Zone on the due date of the relevant invoice.
- 8.4 Unless otherwise specified in the Special Conditions, Energy Knights will send invoices to the Customer in accordance with the advances determined by the Customer's selection of the Contract FormulaThe meter reading will be determined by the Network Operator, and it is the responsibility of Energy Knights to prepare a settlement within 6 weeks of receiving the meter data from the Grid Operator. This settlement will be based on the meter data established by the Grid Operator, which may relate to different measurement periods, as determined by the Grid Operator and applicable regulations. It is the Customer's exclusive responsibility to verify the accuracy of this data and, if necessary, communicate the correct meter readings to Energy Knights in order to request a correction from the Grid Operator.
- 8.5 The costs for Notices due to incomplete and/or late payments are EUR 8 per notification per email and EUR 20 for a Notice by registered mail. The first three reminders per calendar year are free of charge.
- 8.6 Energy Knights is entitled to claim damages for late payment of the Fees specified in the Energy Knights invoice, amounting to:
- EUR 20 if the balance due and past due is less than EUR 150, excluding VAT;
  - EUR 30, plus 10% of the amount still due and overdue within the bracket between EUR 150 and EUR 500, each time excluding VAT;
  - EUR 65, plus 5% of the amount due and overdue above the bracket above EUR 500, excluding VAT, up to a maximum of EUR 2,000, excluding VAT. Furthermore, any outstanding invoices will become immediately payable, without requiring any further notification.

## Article 9: Force Majeure; Interventions by the Network Operator

- 9.1 Energy Knights is not liable for disruptions or interruptions in the Service that are the result of circumstances beyond Energy Knights' control, such as but not limited to, network disruptions, natural disasters, maintenance and installation work by Grid Operators, government measures or other circumstances that may affect the Service. The Customer also explicitly acknowledges that the Grid Operator is solely and exclusively responsible for the connection of the Connection Point to the electricity grid, the installation and removal of meters, the management of the electricity grid, and the continuity of electricity supply.
- 9.2 If possible, Energy Knights will inform the Customer in advance of any disruptions or interruptions in the Service.

## Article 10: Obligations of the Customer

- 10.1 The Customer undertakes to keep their personal data, which are held by Energy Knights and made available through the Customer Zone, complete and accurate at

all times. The Customer must immediately update any changes to these data through the Customer Zone. The Customer is aware that such changes may have an impact on the Contract, particularly with regard to applicable tariffs and reimbursements.

- 10.2 The Customer acknowledges that timely, full, and unconditional payment of Energy Knights' invoices is an essential obligation. Energy Knights reserves the right, in addition to claiming the damages specified in Article 8.3, to suspend or terminate the service if the Customer: (i) fails to fulfil their payment obligations; (ii) fails to provide the necessary guarantees that Energy Knights has requested; (iii) is instructed by the Network Manager and/or the competent authorities.
- 10.3 The Customer shall only use the energy delivered to the Connection Point for their own account. If a third party is responsible for paying Energy Knights' invoices, the Customer shall ensure that such third party is jointly and severally liable for paying these invoices and is therefore bound by the terms of this Contract.
- 10.4 The Customer shall ensure that: (i) the meter reading by the Network Manager is carried out as accurately as possible; (ii) they check the meter readings used by Energy Knights to establish the bill; and (iii) if necessary, they provide Energy Knights with a photo of the most recent meter reading through the Customer Zone.

## Article 11: Coin System

- 11.1 Energy Knights offers the Customer the possibility of earning cash discounts on the amounts owed to Energy Knights if the Customer visits the websites of Energy Knights' commercial partners through the Customer Zone and places orders.
- 11.2 Discounts granted under the Coin System shall be offset against the bill. These discounts are calculated based on fixed amounts or percentages specified in the Customer Zone and are offset when the Customer has made purchases from the respective commercial partners. The amounts considered are exclusive of used vouchers, other discounts, and VAT.
- 11.3 Energy Knights shall offset these discounts: (i) within a period of 3 months following the date on which the commercial partner informs Energy Knights that the Customer has met all the conditions; (ii) if the Contract has not been terminated on the date on which Energy Knights receives this confirmation; (iii) to the extent that the Customer has no outstanding balance with Energy Knights.
- 11.4 The Customer explicitly acknowledges that Energy Knights is not involved in the relationship between the Customer and these commercial partners with regard to the purchases made by the Customer, and shall address any questions, complaints, or comments to these commercial partners, including any specific conditions imposed by them.

## Article 12: Moving - Transfer

- 12.1 If the Customer moves during the Contract period, they must notify Energy Knights of this, using the form provided for this purpose through the Customer Zone. Based on the data provided by the Customer to Energy Knights (e.g. meter readings, new address, etc.), Energy Knights shall indicate whether a new Contract can be concluded, and which tariffs and reimbursements may apply. A move is only considered administratively complete when the Customer has received all the necessary information (including the energy transfer document completed by or on behalf of the person who had the Contract for the delivery of energy at the relevant Connection Point).
- 12.2 The Customer is not entitled to transfer this Contract to a third party without prior written consent from Energy Knights, which consent may be subject to conditions.

- Changes to the Special Conditions may also be made, e.g. if the Customer moves to a region where a different Network Manager is active.
- 12.3 Delivery at the new address shall commence on the date of the move date communicated through the energy transfer document relating to that new address, provided that this date is confirmed by the Network Manager.

## Article 13: Processing of Personal Data

- 13.1 Energy Knights processes the personal data of the Customer as the controller in accordance with the GDPR and the Privacy Policy, which are an integral part of this Contract.
- 13.2 The Privacy Statement and the Privacy Policy contain: (i) an overview of the personal data processed by Energy Knights in the context of its services to the Customer, and the processing activities it undertakes; and (ii) the rights and obligations of the Customer with regard to their personal data, including the right to rectification, erasure, and objection to the use and/or disclosure of such data.

## Article 14: Use of the Customer Zone

- 14.1 The Customer Zone is an online platform through which Energy Knights provides information to the Customer about the Contracts concluded by the Customer, consumption, invoices, payment status, etc. Energy Knights grants the Customer a personal, revocable, non-exclusive license to use the Customer Zone.
- 14.2 When using the Customer Zone, the Customer shall behave as a normal and cautious person. The Customer shall refrain from disclosing their login information and password to third parties that grant access to the Customer Zone.
- 14.3 It is not permitted for the Customer to use the Customer Zone to commit any infringement of a legal provision. In particular, but not exclusively, it is not permitted for the Customer to:
- i) perform any action that they know or should know will cause adverse consequences for the operation of the Customer Zone;
  - ii) attempt to gain access to the databases, services, and modules of the Customer Zone for which they have not obtained permission, whether by circumventing the security measures implemented by Energy Knights;
  - iii) attempt to gain access to computers or computer systems without permission (hacking); send unwanted messages (spamming) or upload viruses or other malicious software;
  - iv) disseminate offensive, inciting, hurtful, racist, and discriminatory messages, as well as threats;
  - v) post information that is contrary to good morals or public order; disseminate copyrighted material without permission; make a copy of the Customer Zone; decompile, disassemble, or realize the Customer Zone in any other way; modify the Customer Zone; use the Customer Zone for purposes other than those intended by Energy Knights.
- 14.4 Energy Knights reserves the right to (i) remove data that is inconsistent with Article 4.1 without prior Notice, or (ii) suspend or terminate the Customer's access to the Customer Zone without prior Notice if the Customer fails to comply with these provisions.

## Article 15: Questions and Complaints

- 15.1 The Grid Operator will regularly provide consumption and feed-in data to Energy Knights, which will be used to calculate the fees owed by the Customer. If a party

- disputes the accuracy of this data, it can request an inspection of the meter installation at its own expense. If discrepancies are found, Energy Knights will adjust the fees or issue a separate invoice to reflect the correct consumption.
- 15.2 Questions and complaints can be submitted to Energy Knights' customer service through the online form available in the Customer Zone, after which Energy Knights will contact the Customer.
- 15.3 If no amicable solution is reached, the Customer can file a complaint with the Energy Ombudsman (<https://www.ombudsmanenergie.be/nl>).
- 15.4 If the contract was concluded online, the Customer can appeal to the ODR platform for online dispute resolution ([ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/)).

## Article 16: Miscellaneous

- 16.1 These General Terms and Conditions have been in effect since 8 June 2024.
- 16.2 These terms and conditions, together with the special terms applicable to the Customer's chosen contract formula, govern the rights and obligations of the parties regarding the subject matter of the contract.
- 16.3 Energy Knights reserves the right to modify the content of the contract at any time and will notify the Customer by email. If the Customer does not agree with the proposed changes, it must notify Energy Knights within 7 calendar days and explain why the changes are not acceptable. Unless otherwise agreed, all changes and additions to the contract must be in writing and signed by both parties.
- 16.4 Except as otherwise provided in this contract, the waiver of rights by one party or the failure to institute proceedings due to a breach of contract shall not imply a waiver of rights in respect of a subsequent breach, unless otherwise provided in this contract.
- 16.5 In the event of force majeure, the performance of this contract will be suspended. The party invoking force majeure must prove this and notify the other party in writing as soon as possible. If the suspension exceeds 3 months or it is clear that it will exceed 3 months, either party may terminate the contract by registered letter with immediate effect, without being liable for any compensation.
- 16.6 The parties explicitly agree that the invalidity or unenforceability of one or more provisions of this contract shall not affect the validity or enforceability of the other provisions. The latter provisions shall remain in full force. The parties undertake to replace the invalid or unenforceable provisions with other provisions or implementation measures that aim to achieve the original common goal of the parties.
- 16.7 This contract is governed by and shall be interpreted in accordance with Belgian law. Only the courts of the Customer's place of residence shall have jurisdiction to hear any disputes. In the first instance, the parties will always strive to reach an amicable solution.