ENERGIELUITJES.NL

Terms and conditions

Version 3.0 - English translation

> This is a translation of the Dutch text. In case of any difference, the Dutch text (and the PDF) is binding.

We are Innovative Consultants B.V., trading as Energieluitjes.nl, established in Zoetermeer and registered in the trade register of the Netherlands Chamber of Commerce under number 84800992.

Definitions

In these terms and conditions, the following definitions apply:

a. Energieluitjes.nl acts as a registration service provider under the rules of the Energy for Transport Register.

b. Customer: the natural person, being a private individual, or the legal entity in whose name the electricity connection with the associated EAN code is registered with the grid operator.

c. Energy for Transport Register (REV): the register managed by the Dutch Emissions Authority.

d. NEa: the Dutch Emissions Authority.

e. Registration services: claiming, having verified, registering and having traded EREs in the REV on behalf of the customer.

f. Emission Reduction Units (ERE): units, in the form of tradable certificates, awarded within the renewable energy for transport scheme as a result of electricity charged for transport.

g. Verifier: an independent registration verifier recognised by the NEa.

h. Service fee: the fee for Energieluitjes.nl, being the agreed percentage of the proceeds realised from the sale of EREs.

i. EAN code: the unique identification code of an electricity connection as registered with the grid operator.

Article 1 - Applicability

1. These terms and conditions apply to the registration services provided by Energieluitjes.nl to the customer.
2. These terms and conditions are in line with the applicable laws and regulations, policy rules and guidelines of the NEa and the REV.
3. In the event of a conflict between these terms and conditions and mandatory law or NEa regulations, the latter shall prevail.
4. If a provision conflicts with mandatory law, the remainder of these terms and conditions shall remain in full force.
5. Energieluitjes.nl may amend these terms and conditions unilaterally. We will inform you on the website and by e-mail of any changes and the date on which they take effect. In the event of a change to the terms and conditions, the customer is entitled to terminate the services.

Article 2 - Role and position of Energieluitjes.nl

1. Energieluitjes.nl acts as the exclusive registration service provider for the EAN code concerned.
2. Energieluitjes.nl claims the EREs on behalf of the customer, handles the administrative processing with the REV, coordinates the verification and arranges the sale of EREs.

Article 3 - Exclusivity and prohibition of double registration

1. The customer declares that the EAN code concerned is not simultaneously placed with another registration service provider and that there is no double claiming or double counting.
2. During the term of the agreement, the customer is not permitted to have EREs registered for the same connection through third parties.

Article 4 - Authorisations

The customer provides the following authorisations:

- A written authorisation to the NEa to verify connection data with the grid operator.
- An authorisation to a verifier recognised by the NEa to inspect the charging location and the metering equipment.
- Compliance with technical data.
- The authorisation to Energieluitjes.nl to act as registration service provider.
- The authorisation to Energieluitjes.nl to request metering and transaction data from metering companies, charge point operators and software platforms.

Withdrawing an authorisation may lead to suspension or termination of the services.

Article 5 - Technical and administrative requirements

The charging installation must comply with:

- Applicable laws and regulations
- NEa requirements
- Current policy rules of the REV

The charging point:

- Has at least a built-in MID-certified electricity meter.
- Provides reliable and verifiable metering data and/or transaction data (CDR).

The customer is responsible for:

- Correct installation
- A grid connection registered in the name of the customer
- Timely availability of data

Article 6 - Verification

Registrations take place after positive verification by a recognised verifier. If the verification cannot take place or is rejected:

1. No EREs can be registered.
2. No right to compensation or damages arises.

If it turns out that the customer has provided incorrect or incomplete information, any costs or consequences of a rejection by the verifier shall be borne by the customer.

Article 7 - Registration in the Energy for Transport Register

1. Energieluitjes.nl registers EREs in the REV on behalf of the customer.
2. Energieluitjes.nl has no influence on acceptance by the REV, any changes to the allocation system or policy changes by the NEa.
3. No rights can be derived from provisional calculations or indications.

4. If it turns out that the registration services cannot be performed on a cost-covering basis, for whatever reason, no EREs will be registered for that year. In that year the customer is not entitled to any compensation in any form.

Article 8 - Trading of EREs

1. Energieluitjes.nl facilitates the sale of EREs on market terms.
2. Energieluitjes.nl gives no guarantee regarding the sale price, the time of sale or marketability.
3. Market risks lie explicitly with the customer. Energieluitjes.nl acts solely as a service provider.

Article 9 - Proceeds and service fee

1. The net proceeds are calculated as the realised sales proceeds minus a service fee.
2. The service fee is a percentage of the gross sales proceeds agreed in advance.
3. Payment takes place after Energieluitjes.nl has received the proceeds.
4. Energieluitjes.nl provides a transparent settlement statement on the customer's personal dashboard.

Article 10 - Term and termination

1. In accordance with NEa guidelines, the agreement is entered into for a minimum term of one calendar year.
2. One month before the end of the calendar year, a new authorisation is offered via the website. This concludes a new agreement for a maximum of 1 further calendar year.
3. The customer may only terminate the agreement as of the end of a calendar year, subject to a notice period of 1 month.
4. Energieluitjes.nl may terminate with immediate effect in the event of non-compliance with NEa requirements, fraud or incorrect data, and where there is a risk of double counting.

Article 11 - Amendment of the terms and conditions

1. Energieluitjes.nl is entitled to amend or supplement these terms and conditions unilaterally if this is necessary due to changes in laws and regulations, policy rules or instructions from the NEa, changes in the services, or organisational or administrative adjustments.
2. Amendments take effect at the moment of publication on the website, unless stated otherwise.
3. If an amendment leads to a material change in the rights or obligations of the customer, Energieluitjes.nl will inform the customer of this in good time via the website and by e-mail.

Article 12 - Liability

1. Energieluitjes.nl is only liable for direct damage that is the direct result of an attributable failure to perform its obligations, insofar as this liability is not excluded under mandatory law. Any other liability is excluded.
2. Energieluitjes.nl is never liable for indirect damage, including but not limited to loss of profit, loss of revenue, missed savings, reputational damage, business damage, damage due to business interruption, reduced goodwill, loss of data, replacement costs and other consequential damage, regardless of the basis of the claim.

Liability only arises if:

1. The customer gives Energieluitjes.nl written notice of default, stating reasons, without delay and no later than 30 days after discovering the damage.
2. A reasonable period of at least 30 days is given to remedy the failure.
3. Energieluitjes.nl remains in attributable breach after this period.

The total liability of Energieluitjes.nl is limited to the amount paid out in the case concerned under the liability insurance of Energieluitjes.nl, plus the applicable deductible. If, for whatever reason, no payment is made under that insurance, liability is limited to the amount that would have been paid out with correct and full cover.

- Without prejudice to the foregoing, the total liability is at all times limited to a maximum of the amount of the fees paid by the customer to Energieluitjes.nl in the twelve (12) months preceding the event causing the damage.
- Any claim for damages against Energieluitjes.nl lapses by operation of law if it has not been submitted to Energieluitjes.nl in writing, stating reasons, within twelve (12) months after the damage arose.
- The customer is obliged to take all reasonable measures to prevent and limit damage. Damage resulting from failure to comply with this obligation is not eligible for compensation. Any liability is reduced to the extent that the damage can be attributed to the customer.
- The limitations in this article do not apply if the damage is the result of intent or deliberate recklessness on the part of Energieluitjes.nl or its managerial staff.
- The customer fully indemnifies Energieluitjes.nl against all claims by third parties, including supervisory authorities and government bodies, arising from or related to the acts or omissions of the customer, its employees or third parties engaged by it. This indemnity also covers all related costs, including full legal costs.
- In addition to the above, Energieluitjes.nl is explicitly not liable for changes in laws and regulations, decisions or actions of the NEa, or suspension or closure of the REV.

Article 13 - Force majeure

1. Energieluitjes.nl is not obliged to fulfil any obligation towards the customer if it is prevented from doing so as a result of force majeure.
2. Force majeure includes in any case, but is not limited to:
   - (temporary) outage, malfunction or unavailability of the Energy for Transport Register (REV);
   - a (temporary) policy stop, suspension or freeze of registrations, verifications or audits by or on behalf of the NEa;
   - (temporary) unavailability of, or restrictions at, verifiers, auditors or supervisory authorities;
   - changes in laws, regulations or policy rules that make registering or trading EREs (temporarily) impossible;
   - malfunctions at metering companies, grid operators, charge point operators or data platforms;
   - government measures, disasters, pandemics, strikes or other circumstances beyond the control of Energieluitjes.nl.
3. In the event of force majeure, the obligations of Energieluitjes.nl are suspended for the duration of the force majeure situation, without Energieluitjes.nl being obliged to pay any compensation.
4. If the force majeure situation lasts longer than three (3) months, both Energieluitjes.nl and the customer are entitled to terminate the agreement in writing, without either party being liable to the other for any compensation.
5. Where possible, Energieluitjes.nl will inform the customer of the nature and expected duration of the force majeure situation.

Article 14 - Privacy and data processing

Data processing takes place in accordance with:

1. The General Data Protection Regulation (GDPR).
2. The privacy statement of Energieluitjes.nl.
3. The NEa requirements regarding the processing of data.

Article 15 - Applicable law and disputes

1. These terms and conditions are governed by Dutch law.
2. Disputes shall be submitted to a competent court in the Netherlands.

Article 16 - Payments

1. If and insofar as Energieluitjes.nl charges amounts to the customer, these must be paid within thirty (30) days of the invoice date, unless agreed otherwise in writing.
2. Payment must be made without suspension, set-off or deduction, in the manner indicated by Energieluitjes.nl.
3. If the customer does not pay within the payment term, the customer is in default by operation of law, without any further notice of default being required.

Article 17 - Complaints procedure

1. Complaints about the services of Energieluitjes.nl must be submitted in writing or by email, with a clear description of the complaint.
2. Complaints must be submitted to Energieluitjes.nl within a reasonable period after the customer has discovered the failure.
3. Energieluitjes.nl will start handling the complaint within fourteen (14) days of receipt and will give a substantive response within thirty (30) days at the latest.
4. If a complaint cannot be dealt with within the stated period, the customer will receive a message indicating the period within which a response will be given.
5. Submitting a complaint does not suspend the obligations of the customer, unless agreed otherwise in writing.
6. If the complaint cannot be resolved by mutual agreement, the customer remains free to submit the dispute to a competent court, in accordance with the article on applicable law and disputes.