

GENERAL TERMS AND CONDITIONS

TITLE 1. GENERAL PROVISIONS

Article 1. General information

1.0. These General Terms and Conditions apply to and are an integral part of all offers, proposals and agreements relating to the supply of e-mobility products or services by Luminus.

1.1. Any deviation from the General Terms and Conditions or the Agreement, as well as any addition or deletion, shall be agreed in writing by both Parties.

1.2. In placing an order, the Customer accepts the General Terms and Conditions.

1.3. Unless expressly stated otherwise, each offer by Luminus is valid for a period of 30 days from offer date.

1.4. Any cancellation of an order shall be made in writing and shall only be valid after written acceptance by Luminus. Unless the Residential Customer exercises its right of withdrawal referred to in Article 21.1, in the event of cancellation of an order, the Customer shall be liable to pay a cancellation fee of 10% of the total amount of the order, with a minimum of € 50, without prejudice to Luminus' right to prove by all legal means any greater actual damage it may have suffered. Unless an order has been cancelled in accordance with Article 21.1, Luminus may refuse the cancellation once the execution of the order has commenced.

1.5. The Customer's Affiliates listed in the Agreement have the right to place orders for Products and Services by signing a separate purchase order. Under such circumstances, the Affiliates shall be subject to the contractual terms and conditions that are applicable to the Products and/or Services ordered by the Customer, and the Customer shall be jointly and severally liable for the fulfilment of all commitments, guarantees and obligations, including the Affiliates' payment obligations under the Agreement. Proof of the exercise of such control over the Affiliates shall be provided at Luminus' request. If the Customer no longer exercises control over the Affiliate(s), it is required to notify Luminus in writing. The former Affiliate shall then no longer benefit from the Agreement.

Article 2. Definitions

2.0. Whenever the following capitalised terms are used in the Agreement, they shall have the meanings set out below:

Affiliate : company within the meaning of Article 1:15 of the Belgian Code of Companies and Associations.

Agreement: the set of contractual documents that constitute the agreement between Luminus and the Customer, consisting of, as the case may be, (i) the Framework Agreement, (ii) the accepted offer(s), (iii) the order form(s), (iv) these General Terms and Conditions;

Charging Services: the services consisting of providing Users with a Powerpass Charging Badge that allows them to charge at Charging Stations that are part of the Luminus Network and to consult their energy consumption digitally;

Charging Solution (or Product): Charging station (including accessories) and/or smart charging cable;

Charging Station: device for charging electric or plug-in hybrid vehicles;

Commencement Date: as the case may be, the date of acceptance of the offer by the Customer, acceptance of the order form by Luminus, or the signing of the Agreement by the Parties;

Commissioning: the date of successful commissioning of a Charging Station, as specified in the commissioning report;

CPO fee: the cost that Luminus retains as part of the Provisioning Services from the sums it collects on behalf of the Customer from MSPs and Users, before transferring them to the Customer;

Customer: the natural or legal person who/that buys e-mobility products or services from Luminus;

e-Mobility services: repair and assistance services, management services, provisioning services, charging services and/or refund services.

General Terms and Conditions: the General Terms and Conditions as set out in this document;

Home Charging: any charging of a vehicle carried out by Users using a Charging Station installed at the User's residential address or using a smart charging cable;

Installation Work: the work to be performed by Luminus for the purpose of installing Charging Stations as set out in the Agreement, or in the absence thereof, the infrastructure and installation work, inspection and commissioning necessary for the installation and use of the Charging Stations;

Intellectual Property Rights: all trademarks, domain names, design and model rights, patents, copyrights (including all rights related to computer programmes) and moral rights, rights related to databases, software, know-how, trade secrets and other industrial and intellectual rights, in all instances irrespective of whether they are registered or not and including registration applications, as well as any equivalent rights or means of protection leading to a similar result anywhere in the world;

Luminus: Luminus SA/NV, with registered office at Koning Albert II-laan 7, 1210 Brussels and company number 0471.811.661;

Luminus Network: the network of Charging Stations that can be consulted via one of the following websites:

- <https://luminus.evc-net.com/Locations>;

- <https://electricmobility.luminus.be>.

Management Services: the services consisting of (1) connecting a Charging Station to the management platform for the purpose of exchanging charging data and (2) providing the Manager with access to the management platform for monitoring Charging Stations, Sites, Users and charging data;

Manager: the Customer who purchases Management Services;

MSP: a Mobility Service Provider, i.e. a company that allows natural or legal persons to charge their vehicle at Charging Stations within its network using a charging badge or application, and that is responsible for (i) the invoicing of these charging sessions to the natural or legal person and (ii) the remuneration of energy and the use of the Charging Station to the owner of the Charging Station.

Office Hours: the hours from 8 a.m. to 5 p.m. in the CET time zone;

Party: Luminus and the Customer separately;

Parties: Luminus and the Customer jointly;

Partner: supplier or subcontractor of Luminus;

Powerpass Charging Badge: the individual charging badge provided to the User by Luminus for the purpose of purchasing Charging Services;

Professional Customer: the Customer acting for purposes within the scope of his business or professional activities;

Provisioning Rate: the minimum rate determined by the Customer in the Agreement at which charging may be performed at the Customer's Charging Stations;

Provisioning Services: the services which consist of (1) making the Customer's Charging Stations available to the public for charging electric or plug-in hybrid vehicles using a charging card usable in the Luminus Network, (2) registering charging sessions at the Charging Stations, (3) collecting and redistributing fees for charging sessions performed;

Refund Rate: the rate at which Luminus shall make refunds for the energy consumption of Home Charging by Users to the Users in the name and on behalf of the Customer;

Refund Services: the services consisting of (1) registering the energy consumption of Home Charging by Users, and (2) refunding to Users in the name and on behalf of the Customer;

Repair and Assistance Services: the services consisting of standard assistance and preventive and/or corrective maintenance of Charging Stations, as provided for in the Agreement;

Residential Customer: the Customer who is a natural person and is acting for purposes outside his business or professional activities;

Services: the installation of Charging Stations and e-Mobility Services.

Sites: locations where the Customer's Charging Stations are installed;

User: either (i) in the context of the purchase and installation of Charging Stations: the natural or legal person at whose address the Charging Station has been installed, or (ii) in the context of Charging Services: the natural or legal person who/which can charge his/her vehicle at Charging Stations using the Powerpass Charging Badge, or (iii) in the context of Refund Services: the natural or legal person whose energy consumption for Home Charging shall be refunded by Luminus at the Customer's request, or (iv) in the context of Provisioning Services: the natural or legal person who can charge his/her vehicle at the Customer's Charging Stations using a charging card usable in the Luminus Network;

Working Days: every day except for Saturdays, Sundays and Belgian public holidays.

Article 3. Invoicing and payment terms

General information

3.1. Unless expressly stated otherwise, all prices, costs, fees and tariffs of Luminus are expressed in euros and exclusive of VAT, taxes, levies, surcharges or contributions of any kind.

3.2. Subject to article 3.3, and unless expressly provided otherwise, all invoiced amounts are payable by bank transfer within the period and to the account number specified on the invoice, and failing that, within a period of 30 days from invoice date.

3.3. If the Customer chooses payment by means of SEPA direct debit, invoices are payable on the day of first presentation of the direct debit in question. If the SEPA direct debit cannot be executed, Luminus may charge an additional administration fee of € 5.00 for each amount receivable.

3.4. In the absence of a written and reasoned protest within fifteen (15) days of the invoice date, invoices shall be deemed to be accepted. If an error is detected in the invoicing, the Customer shall in any case pay the undisputed part of the invoice. Corrections to the invoice are possible until one (1) month after invoice date.

3.5. If invoices have not been paid in full or in part on the due date, or if an order for direct debit is refused by the financial institution, the said invoices shall be increased depending on whether the Customer is a Professional or a Residential Customer:

- Professional Customer:

- o First free reminder by letter or e-mail within ten days of the due date;
- o Second reminder by letter or e-mail within ten (10) days after the first reminder at a cost of € 8,00;
- o Third reminder by letter or e-mail within ten (10) days after the second reminder at a cost of € 15,00;
- o Fourth reminder by letter or e-mail at a cost of € 15,00 informing the Customer of the deactivation of its Charging Station(s) and its services in the next 7 days.

From the fourth reminder, the Professional Customer shall be liable for default interest at the rate provided for by the law of August 2, 2002 on combating late payment in commercial transactions, calculated from the due date of the invoice, on each unpaid amount until the date of full payment. In addition, the Professional Customer is liable to pay a fixed compensation of 10% on each unpaid invoice, with a minimum of 55 euros.

- Residential Customer:

- o Luminus may charge reasonable administrative costs for sending additional invoices, duplicates, payment plans or in case of refusal of a direct debit order by financial institutions.
- o In the event of late payment of all or part of the invoice or if a direct debit order is refused by the financial institution, Luminus shall send a reminder free of charge for the first three overdue debts per calendar year. Other reminders shall be charged at €7.50 plus postage, other correspondence at €15.00.
- o If the Residential Customer does not pay within the deadline specified in the reminder, it shall be required to pay late payment interest at the legal interest rate on each unpaid amount from the end of the reminder payment period until the date of full payment. If applicable, the Residential Customer is also required to pay a fixed compensation of €20 if the amount to be paid is less than or equal to €150, of €30 plus 10% of the amount due for the portion between €150.01 and €500, or of €65 plus 5% of the amount due for the portion exceeding €500, with a maximum of €2,000 if the amount due is greater than €500. In case of non-payment, Luminus also has the right to terminate the Agreement.
- o The Residential Customer is entitled to late payment interest, the fixed compensation and/or equivalent reminder charges if Luminus owes it a certain amount. These late payments interests start running the day after the day on which Luminus should have made the payment.

3.6. If invoices have not been paid in full or in part on the due date, Luminus shall send the Customer a notice of default for non-payment. If the outstanding invoices are still not paid, Luminus shall have the right to terminate its services and dismantle and recover any unpaid Charging Stations at the cost of the Customer.

3.7. Late payment of an invoice shall result in all other invoices, even if a payment plan was granted, becoming immediately due and payable without prior notice.

3.8. Luminus may request a guarantee due to non-payment or (deterioration of) the Customer's financial situation both before and during the execution of the Agreement. Such guarantee can, at Luminus' discretion, take the form of an advance payment, a guarantee by the parent company or third party, an (un)conditional and irrevocable bank guarantee and/or the payment of a deposit into the account of Luminus. The (un)conditional and irrevocable bank guarantee must be issued by a bank that has a minimum credit rating of BBB (or equivalent) from S&P, Moody's or Fitch.

3.9. All invoicing is done digitally. The Customer shall receive its invoices by email to the email address it provided when placing the order.

Article 4. Price change

4.1. After the first anniversary of the Contract, Luminus reserves the right to index the price of the Services on 1st April each year in accordance with the following formula:

New price = revised price x (0.2 + 0.8 X (S1/S0))

Where:

S1 = the basic salary in the technology industry in the digital sector * (national average published by AGORIA) applicable in the month preceding the price revision

So = the basic salary in the technology industry in the digital sector* (national average published by AGORIA) for the month preceding (1) the month in which the Agreement was concluded, in the case of the first indexation, or (2) the last price increase or (3) the last indexation, whichever occurs last.

Article 14.6 shall not apply in the event of a price adjustment based on this indexation formula.

4.2. Without prejudice, the Professional Customer accepts that the price specified in the Agreement for Charging Stations, Installation Work, Management Services, Charging Services, Provisioning Services and Refund Services may be revised for new orders at any time for appropriate reasons, including but not limited to changes in market conditions, regulatory changes, raw material price increases, price increases by Luminus' suppliers. In case of price increase, the article 14.6 is applicable.

Article 5. Duration and termination

5.1. The Agreement with a Residential Customer is entered into for an indefinite term starting from the Commencement Date. Either Party may terminate the Agreement, without judicial intervention and without being liable to pay compensation, by providing the other Party with 2 months' written notice.

5.2. The Agreement with a Professional Customer is entered into for a term of one year starting from the Commencement Date. The Agreement shall be tacitly renewed for successive periods of one year, unless one of the Parties terminates the Agreement in writing at least 2 months before the expiry of the current contractual period.

5.3. Either Party may, subject to prior notice by registered mail which has remained without effect within a period of thirty (30) days, either suspend the execution of the Agreement or terminate the Agreement if the other Party fails to fulfil one of its essential obligations or in case of repeated or cumulative failure to fulfil one or more of its obligations arising from the Agreement or applicable legislation.

5.4. Within the limits of what is legally permitted, each Party may suspend or terminate the Agreement by registered letter and without prior judicial intervention if the other Party finds itself in

one of the following situations: insolvency, bankruptcy, judicial reorganisation, seizure, bill of exchange protest, social security debt, voluntary bankruptcy petition, request for suspension of payment, liquidation after involuntary bankruptcy proceedings, seizure or sequestration of assets of importance for the execution of the Agreement, reduction of securities or guarantees, withdrawal of the funding decision or reduction of funding by a financial institution.

5.5. The discontinuation of the supply of e-mobility products or services by Luminus following the termination of the Agreement in accordance with article 5.3 or 5.4 does not entitle the Customer to any compensation and does not affect the Customer's obligation to pay the amounts due at that time.

5.6. In the event of early termination of the Agreement in breach of the provisions of the Agreement, the Customer shall be liable to pay the amount of the invoices then due but not paid, as well as the remaining amount of the sums still due, past due or future due under this Agreement until the end of the current contractual year.

5.7. In the event of termination of the Agreement by a Party in accordance with the provisions of the Agreement, such Party shall not be liable to pay any damages or severance payment, unless expressly provided for by the Agreement or by law.

5.8. At a minimum, the provisions referred to in Article 5.6, Article 6, Article 9, Article 10, Article 11, Article 12 and Article 13 shall survive any termination of the Agreement.

Article 6. Liability

6.1. Each Party shall only be liable to the other Party for the direct damage resulting from the wilful misconduct, serious default, gross negligence or omission or fraud during the execution of this Agreement or the non-fulfilment of an obligation constituting one of the essential or substantial elements of the Agreement by that Party or its appointed agents. The Parties shall not be liable for indirect or consequential damage, including any loss of business, loss of reputation, loss of programmes or data, penalties, loss of profits, lost savings and loss of revenue or customers. Neither Party shall limit its liability in the event of death or personal injury resulting from its acts or omissions.

6.2. Luminus' liability shall in any event be limited to the amounts paid by the Customer under the Agreement in the past contract year, with a maximum of € 10,000 for a Residential Customer and € 50,000 for a Professional Customer.

6.3. Luminus shall not be liable for any damage occurring as a result of Installation Work carried out by the Customer himself, nor for damage caused by improper grid operation, variations in voltage and frequency, and other shortcomings of the grid operator.

6.4. Luminus shall make every reasonable effort to provide its services in good faith and in a professional manner, and to prevent any outages, unavailability's, defects and delays in its services and, if necessary, to repair or resolve them within a reasonable period of time. This is an obligation of means. Luminus shall not be liable for factors beyond its reasonable control, including though not limited to the unavailability of the supporting network infrastructure (LAN, Sigfox, GPRS, Wi-fi, Bluetooth), errors by the Customer or the User when using devices, software or other technologies that are not compatible with the services.

6.5. The Customer shall take out insurance or (as the case may be) procures that the User takes out insurance to cover all risks (including fire) relating to the installation of the Charging Stations. The Customer shall provide the required safety pictograms, plans, procedures and accessories (such as fire extinguishers, first-aid kits,

traffic cones, etc.) at the Sites where the Charging Stations are located, or (as the case may be) shall ensure that the User provides them.

6.6. Any claim for compensation shall be reported in writing to Luminus thirty (30) Working Days after the date on which the damage occurred or after the date on which the damage could reasonably have been discovered, in order for the claim to be eligible for compensation.

6.7. Any claim under this Supply Agreement shall be brought exclusively against Luminus. The Customer waives any non-contractual liability claim against Luminus and its related and associated companies, as well as against their respective directors, officers and personnel (either through an employment agreement or as a self-employed person) who are involved in the performance of this Agreement, regardless of the specific cause of the damage.

Article 7. Force majeure

7.1. The Parties shall not be held liable for the consequences of force majeure, which can be defined as any event or circumstance beyond the reasonable control of the Party concerned, that does not result from any fault or negligence on the part of the Party concerned and the consequences of which cannot be avoided or prevented by the Party concerned, which results in the fulfilment of the Agreement being rendered impossible or seriously hindered.

7.2. Force majeure includes, but is not limited to, unannounced strikes, lock-outs, interruptions in the transmission and distribution of energy, shut-down or partial or total black-out, acts of war, natural disasters, floods, fire, governmental or administrative decrees or regulations, inability to obtain natural gas and/or other fuels or supplies, systems breakdown, responsibilities of the grid operator or access responsible party, etc.

7.3. The Party wishing to invoke force majeure shall inform the other Party by telephone and/or email and/or fax as soon as possible and shall confirm such information by registered letter with acknowledgement of receipt.

7.4. In the event of force majeure, the Parties shall make every reasonable effort to restore the proper execution of the Agreement as soon as possible. If, due to force majeure, a Party cannot fulfil its obligations under this Agreement for a continuous period of more than three (3) consecutive months, either Party may terminate the Agreement by registered letter, without thereby creating a right to compensation on the part of the other Party.

Article 8. Hardship

8.1. If changes occur in the relationship between Luminus and a Professional Customer, and if such changes lead to a disruption of the economic balance of the contractual relationship compared to the situation that existed when the Agreement was signed, both Luminus and the Professional Customer shall have the right, no later than sixty (60) calendar days following the entry into force of the aforementioned change, to request the negotiation of the Agreement by registered letter.

8.2. The negotiations for the amendment of this Agreement shall be carried out in good faith with a view to restoring the economic balance of the contractual relationship between Luminus and the Professional Customer as it existed when the Agreement was signed. The Agreement shall continue to apply as long as there is no written agreement regarding the amendment between Luminus and the Professional Customer.

8.3. If Luminus and the Professional Customer have not reached an agreement within sixty (60) Working Days following the registered request for renegotiation, both Luminus and the Professional Customer shall be entitled to terminate the

Agreement immediately by registered letter, without judicial intervention.

Article 9. Confidentiality

9.1. Each Party acknowledges that it may receive or have access to confidential information from the other Party in connection with this Agreement. The receiving Party shall treat confidential Information of the disclosing Party as confidential, secure and protect it from unauthorised use or unauthorised disclosure by exercising at least the same care as the receiving Party exercises to prevent unauthorised use or unauthorised disclosure of its own confidential Information of a similar nature, but in no case less than reasonable care.

9.2. The obligations set out in article 9.1 shall apply for the term of this Agreement and shall remain in force for five (5) years after termination of this Agreement whatever the cause may be.

Article 10. Intellectual Property

10.1. Subject to the Customer's compliance with the Agreement and payment of all amounts due, Luminus grants the Customer and, where applicable, the User, a personal, non-transferable, non-sublicensable, revocable, non-exclusive, worldwide licence to access and use all delivered products, firmware and software and associated documentation solely for the duration of the Agreement. No licence to any source code is granted. Nothing in this Agreement shall be understood as transferring any Intellectual Property Rights to the Customer or User.

10.2. The Customer undertakes not to infringe in any way on the Intellectual Property Rights related to the products or services, in particular by not copying, modifying, dismantling, reverse engineering or decompiling the hardware, firmware, design, underlying technology, underlying processes, algorithms, drawings, models, brands, images, logos, documentation and manuals etc. in any way without Luminus' written consent, and shall indemnify Luminus against any claims from third parties in this respect.

10.3. Any breach of this clause entitles Luminus to proceed to the immediate suspension and/or termination of the Agreement, without prior notice of default or judicial intervention. Such breach gives ipso jure rise to damages due to Luminus by the Customer or, where applicable, the User, which is estimated at a lump sum of 2,500 EUR, without prejudice to the possibility for Luminus to claim a higher amount corresponding to the actual damage.

10.4. The Customer also declares that it has the necessary rights and/or permissions in respect of the Intellectual Property Rights attached to the content and material it provides. The Customer grants Luminus a non-exclusive, free and transferable licence to use, reproduce, process and communicate such content and material to third parties to the extent necessary in the execution of the Agreement.

Article 11. Data protection

11.1. Luminus and the Professional Customer are each responsible for complying with the obligations arising from the General Data Protection Regulation (hereinafter "GDPR") as regards the processing of personal data that they themselves carry out. Both Luminus and the Professional Customer shall inform the data subjects in accordance with articles 13 and 14 of the GDPR about the processing of personal data carried out by themselves. Luminus and the Professional Customer are both responsible for granting the rights of data subjects referred to in Articles 15 to 23 of the GDPR, to the extent required in accordance with the GDPR. However, Luminus and the Professional Customer agree that any requests from data subjects to exercise the rights referred to above may be directed in the first instance to, and where appropriate shall

be referred to, Luminus. To this end, the Professional Customer shall promptly transfer to Luminus any requests it receives in this regard from data subjects. In the event of a data leak, the Party confronted with the data leak or notified thereof by its processor(s) shall take all necessary measures to mitigate the consequences of the data leak and minimise the associated risks. That Party shall also promptly notify the other Party of both the nature and extent of the data leak and the measures taken. If required by applicable data protection law, the Party confronted with the data leak or notified by its processor(s) is responsible for notifying the data leak to the supervisory authority and, where appropriate, the data subject(s). However, the Parties will assist each other to ensure that this obligation can be met in a timely and appropriate manner. Luminus and the Professional Customer will communicate this arrangement to the data subjects.

11.2. For more information about the processing of personal data by Luminus under this Agreement, Luminus refers to its privacy policy as stated on its website. For Residential Customers: <https://www.luminus.be/fr/particuliers/disclaimer/> For individual contractors and SMEs: <https://www.luminus.be/fr/pro/disclaimer/> For large companies: <https://www.luminus.be/fr/entreprises/disclaimer/>.

Article 12. Dispute resolution

12.1. The Residential Customer can also have a dispute with Luminus settled out of court. In the event of out-of-court settlement of the dispute, the Consumer Ombudsman Service of the Federal Government is authorised to receive any application for out-of-court settlement of consumer disputes. The latter will in turn either process the application itself or forward it to a qualified entity. The Residential Customer can reach the Consumer Ombudsman Service via the following link: <https://mediationconsommateur.be/fr/>. In the event of disputes of a cross-border nature, you can also appeal to the European Union's Online Dispute Resolution platform. (<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>).

Article 13. Applicable law and competent courts

13.1. Subject to provisions of mandatory law, Belgian law shall govern this Agreement, to the exclusion of any conflict of law rule under which the law of another jurisdiction would apply, and to the exclusion of the UN Convention on the International Sale of Goods.

13.2. The courts of the district of Brussels have exclusive jurisdiction over disputes relating to this Agreement between Luminus and Professional Customers.

Article 14. Miscellaneous

14.1. The Customer shall immediately notify Luminus in writing of any change in the information it has provided to Luminus in connection with the conclusion or execution of the Agreement (e.g. changed address, bank account number, etc.). Luminus shall not be liable for any damage incurred by the Customer as a result of non-compliance with this obligation.

14.2. The Professional Customer authorises Luminus to refer to the Professional Customer with respect to potential Customers and to that end to mention the Professional Customer's logos and/or company name on its website, in brochures, at fairs and in presentations.

14.3. The Agreement constitutes the entire Agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior statements, documents, publications, negotiations and understandings, written or oral, between the Parties relating to the subject matter of the Agreement.

14.4. In case of conflict between the documents making up the Agreement, the following order of precedence shall apply, with the first mentioned document taking precedence over the next mentioned document: (i) the accepted offer(s), (ii) the order form(s) signed by the Parties, (iii) the Framework Agreement and its appendices, (iv) these General Terms and Conditions;

14.5. Luminus is entitled to subcontract the execution of all or part of its obligations stipulated in the Agreement to one or more third parties, without requiring the Customer's consent. Any reference to Luminus in the Agreement therefore also includes its subcontractors.

14.6. Luminus reserves the right to change its General Terms and Conditions as well as the terms and conditions of its services at any time subject to valid reasons such as regulatory changes, changes in the terms and conditions of Luminus' suppliers, changes concerning the products or services supplied, changes in the price or availability of raw materials and commodities on the market at any time. In that case, Luminus shall notify the Customer at least 1 month prior to their entry into force. If the changes are to the detriment of the Customer, the Customer shall have the right to terminate the Agreement with Luminus upon written notice within one month after notification of the changes. Such termination shall not create a right to any compensation on the part of any Party. In the absence of termination by the Customer within the period of 1 month, the Agreement shall continue under the amended terms or conditions.

14.7. Luminus acts as an independent contractor in the execution of the Agreement. None of the provisions of the Agreement shall be construed to indicate that Luminus would be an agent of the Customer or that the Parties would intend to establish a corporation, association, joint venture or enter into a partnership or commercial cooperation agreement.

14.8. Failure by either Party to insist upon strict compliance with any obligation under this Agreement by the other Party, regardless of the duration of such failure, shall not constitute a waiver of its right to require strict compliance in the future.

14.9. The nullity, inapplicability, invalidity or unenforceability of (part of) a provision of the Agreement does not affect the other provisions of the Agreement. Under no circumstances shall the validity or enforceability of the Agreement be affected thereby. If one provision of the Agreement is declared null and void or deemed unwritten, the Parties shall, within the limits of public policy provisions, agree on a new wording for the provision which corresponds as much as possible to the objective and spirit of the provision in question, the intention of the Parties and preserves the economic balance of the Agreement.

14.10. Luminus reserves the right to transfer all or part of its rights and/or obligations under the Agreement to a third party without the consent of the Customer provided that this transfer does not reduce the obligations or guarantees to the Customer.

14.11. The Professional Customer is entitled to transfer the Agreement, which is done by notifying Luminus of a transfer appendix signed by the transferee on a model prepared by Luminus. Luminus reserves the right to refuse the transfer or to formulate additional (credit) conditions within a period of thirty (30) days after receipt of the transfer appendix. Luminus shall refuse the transfer only for objective and reasonable reasons.

14.12. Luminus and the Professional Customer confirm that they will take all reasonable steps to ensure, at all times, compliance with all applicable national and international laws relating to the fight against fraud and corruption in all their forms, whether public or private, active or passive, by any person acting

on their behalf, as well as with any trade embargoes which may apply to their contractual relationship.

14.13. Luminus and the Professional Customer confirm that they shall take all reasonable steps not to give commissions, payments, gifts of substantial value, excessive entertainment or other items of substantial value to employees or agents of the other Party in connection with the execution of the Agreement or any other agreement between the Parties.

14.14. Any proven failure to comply with articles 14.12 and 14.13 may be considered a serious breach of the Agreement between the parties.

TITLE 2. SPECIFIC PROVISIONS

Article 15. Provisions relating to the purchase and installation of Charging Stations

Delivery of Charging Stations

15.1. Charging stations are always delivered to the location specified in the Agreement, and if none is mentioned, to the address (registered office or place of residence) of the Customer.

15.2. Ownership of the Charging Stations passes from Luminus to the Customer as soon as the Customer has paid all costs related to the purchase of the Charging Stations. Until such time the Customer expressly waives any right of accession ("*droit d'accession*" / "*recht van natrekking*") with respect to the Charging Stations and may not pledge, transfer, modify or in any way offer or use the Charging Stations as security. In case of seizure or any other claim by third parties on the Charging Stations, the Customer shall protest and inform Luminus immediately.

15.3. All risks (such as destruction, loss, theft) of the Charging Stations shall be transferred to the Customer at the time of delivery of the Charging Stations.

15.4. If the Charging Stations contain an integrated SIM card, this SIM card remains the property of Luminus' telecommunications Partner at all times.

As Charging Stations operate on software, flawless operation of the software cannot be guaranteed at any time and under any circumstances. Technological changes may require the software and/or firmware of the Charging Stations to be changed, updated or upgraded from time to time. The Customer agrees that Luminus has the right to apply changes or updates to the software and/or firmware of the Charging Stations from time to time. The cost of updates and upgrades, if any, shall be borne by the Customer.

Installation of Charging Stations

15.5. Installation Work can only take place upon appointment, on Working Days during Office Hours.

15.6. Luminus cannot be required to carry out any Installation Work in the absence of the Customer or User.

15.7. If the Customer or User (as the case may be) does not attend the appointment agreed with Luminus, or cancels the appointment less than 72 working hours prior to the starting time, Luminus has a right to charge the Professional Customer a fixed fee of €400,00 or, in case the Customer is a Residential Customer, € 50,00.

15.8. If Luminus does not attend the appointment agreed with a Residential Customer, or cancels the appointment less than 24h prior to the starting time, the Residential Customer has a right to claim a fixed fee of €50,00.

15.9. Charging Stations are always installed at the location mentioned in the Agreement. If existing Charging Stations of the Customer need to be removed prior to the installation, the new Charging Stations will be installed at the location of the Customer's existing Charging Stations. Any additional costs for installing Charging Stations at other locations will always be borne by the Customer.

15.10. Unless expressly stated otherwise, the price mentioned in the Agreement for the Installation Work of the Charging Stations does not include the following possible costs, which shall be borne by the Customer:

a. The cost of disconnection and/or (re)connection to the grid by the grid operator;

b. The cost of any rental of an emergency power generator and all related costs (insurance, fuel...);

c. The cost of appointing a safety coordinator if required;

d. The cost of a technical visit on site prior to installation when the electrical installation of the Residential Customer or User is standard.

15.11. In entering into the Agreement, the Customer represents and warrants that it or the User, as owner or holder of another right in rem or right of personal enjoyment of the installation location, are authorised and competent to grant Luminus permission to install Charging Stations at the installation location. The Customer undertakes to indemnify Luminus and hold it harmless against any claim or demand from a third party as a result of the Installation Work at the installation location. At Luminus' first request, the Customer shall provide Luminus with the necessary proof of its rights or those of the User at the installation location or the consent of the right holder.

15.12. In case of violation of article 15.11, Luminus shall be entitled to suspend the Agreement until it receives the necessary evidence, or if the necessary evidence was not received within a period of one month after Luminus' request, to terminate the Agreement ipso jure by registered letter.

15.13. The Customer and the User undertake not to use the Charging Stations between the time of acceptance of the Installation Work and the Commissioning of the Charging Stations. Luminus is not liable for any (in)direct damage resulting from the use of the Charging Stations by the Customer, User or third parties prior to their Commissioning.

15.14. The Customer and the User undertake, to the extent applicable, to notify each installed Charging Station to the competent grid operator (Fluvius, Resa, etc.) in a timely manner.

15.15. If no delivery and installation deadlines are stated in the Agreement, Luminus shall proceed with delivery and installation within a reasonable period after the conclusion of the Agreement, with due consideration of market conditions, and at the latest 30 days after the conclusion of the Agreement with a Residential Customer.

15.16. Delivery and installation deadlines stated in the Agreement are always purely indicative and non-binding. Delivery and installation dates may depend on the availability of Materials. Luminus is not liable for any damage resulting from late delivery that is due to shortages of Materials.

15.17. The installation of Charging Stations can only take place under the following cumulative conditions:

a. The Customer or User has, upon Luminus' request, provided Luminus with all necessary or useful information regarding the installation of Charging Stations such as, but not limited to,

information regarding electricity meter connections and grid connections, information regarding the location, condition or subsoil of the installation location, plan of electricity cables, photographs, contact details of electricity suppliers, asbestos inventory report, etc.;

b. Prior to installation, the Customer or User has obtained all required permissions to have the Charging Stations installed at the location (e.g. if the Customer or User is renting the location);

c. The Customer or User has completed any Installation Work under its responsibility under the Agreement in accordance with the applicable regulations, before Luminus starts the Installation Work;

d. The Customer or User give Luminus access to all areas that are necessary or useful for the installation of the Charging Stations (including parking and sanitary facilities) and shall at its own cost provide the necessary electricity and water for the execution of the Installation Work;

e. The existing electrical installation of the Customer complies with the General Regulations for Electrical Installations (AREI/RGIE);

15.18. Failure by the Customer or User to comply with one or more of the obligations mentioned in article 15.17 gives Luminus the right to suspend or postpone the Installation Work until such time as it has been complied with. The Customer acknowledges and accepts that Luminus is not liable for any (in)direct damage that the Customer or User would suffer as a result of the late installation of the Charging Stations for this reason. The Customer shall indemnify Luminus in this respect for claims by third parties.

15.19. The Customer retains full responsibility for determining any procedures necessary to ensure the safety of persons and property and respect for the environment at the installation site. Should specific safety regulations have to be complied with, the Customer undertakes to inform Luminus in writing within a reasonable time prior to the start of the Installation Work, or to have the User inform Luminus accordingly. Any additional costs incurred by Luminus for this purpose will be charged to the Customer.

15.20. Luminus may charge additional costs to the Customer if the actual circumstances of the installation deviate significantly from the conditions stated in the Agreement (e.g. required length of cables is longer than expected).

15.21. The Professional Customer is required to bear all costs, if any, for disposal of waste generated during the Installation Work by Luminus.

Compliance and warranty

15.22. The installation and the charging stations are irrevocably and definitively accepted or deemed as such upon occurrence of one of the following events, depending on which occurs first:

- a. upon receipt of confirmation of acceptance signed by the Client or User, as the case may be;
- b. 3 Working Days from delivery or Commissioning of the Charging Stations, whichever is the latest, unless the Customer notifies Luminus in writing, within this period of 3 working days, of its wish to refuse acceptance.

Acceptance shall include all visible defects in the Charging Stations and the Installation. Without prejudice to the provisions of article 15.23, any visible defect or fault reported after the expiry of this period will be remedied by Luminus by, at Luminus' discretion, the repair or replacement of the Charging Station, subject to prior

receipt of payment of the cost of repair, replacement, spare parts and transport charges.

15.23. Luminus grants the Customer a warranty for any hidden defect of the Charging Stations or Installation Work that occurs within 2 years from the Commissioning. Such warranty includes, at Luminus' discretion, free repair or replacement of the Charging Stations and all costs for materials, spare parts and transport.

15.24. Any report of a defect under the warranty must be notified to Luminus in writing within 2 months from the date the defect was or should have been detected. The warranty period set out in the previous article is suspended from the day when the defect was reported until the day when the Customer can again make proper use of the Charging Station.

15.25. The warranty referred to in article 15.23 does not apply in the following cases:

a. The defect results from any fault or negligence, of any nature whatsoever, of the Customer or User or any third party (such as but not limited to poor maintenance, non-compliance with instructions, non-conformity of the electrical installation, etc.)

b. The cause of the defect lies outside the Charging Station;

c. The defect was not notified to Luminus in time in accordance with article 15.24;

d. The defect results from an attempted repair by the Customer itself or a third party not authorised by Luminus;

e. The defect falls outside the warranty conditions communicated by the manufacturer of the Charging Station;

Invoicing and payment terms

15.26. Unless expressly stated otherwise, prior to the start of the Installation Work, the Customer shall be liable to pay the advance invoice amounting to 30% of the price for the purchase and installation of Charging Stations.

15.27. Repairs carried out by Luminus outside the warranty period and conditions referred to in articles 15.23 to 15.25 shall be charged according to the applicable transportation costs, costs of spare parts, material costs and hourly rates of Luminus.

Specific provisions in case of third-party financing of purchase and installation of Charging Stations

15.28. The Customer may request a third-party financing solution for the purchase and installation of Charging Stations. Such third-party financing solution shall always be subject to credit approval by the financial institution. The financial institution cannot be obliged to grant credit approval under any circumstances. Any credit approval granted to the Customer in the past for the same or another financing does not oblige the financial institution to grant the Customer credit approval again. The financial institution retains full discretion as to the follow-up given to financing requests submitted to it, as well as to the manner of financing and the conditions under which it grants them, and as to the guarantees and/or securities it deems necessary to request, without having to justify its decision to the Customer or Luminus.

15.29. If, within the framework of the Agreement, the Customer requests a financing solution by a financial institution approved by Luminus, the Agreement shall only have effect to the extent that such financial institution has granted credit approval and Luminus has received all other amounts due from the Customer.

15.30. If the purchase and installation of Charging Stations are fully or partially financed by means of a rental or leasing contract

concluded between the Customer and a financial institution approved by Luminus, the terms of payment of that financial institution shall replace the payment terms of the Agreement with regard to the costs involved are included in the financing agreement.

15.31. In case the purchase and installation of Charging Stations are financed by a financial institution approved by Luminus, ownership of the Charging Stations and the Customer's insolvency risk shall be transferred to the financial institution from the day of full payment of the cost of purchase and installation of the Charging Stations by the financial institution to Luminus. The agreement between the Customer and the financial institution provides for the rights and obligations of the Professional Customer in this respect, as well as the subrogation of the Customer to the financial institution's rights towards Luminus.

15.32. Upon termination of the financing agreement between the Customer and the financial institution, Luminus may take back the Charging Stations at its own request or at the Customer's request. All costs for dismantling and retrieving the Charging Stations shall be borne by the Customer unless they were included in the financing. If the Charging Stations have not been taken back by Luminus, Luminus shall no longer be obliged to provide the services as provided for in the Agreement or in the terms and conditions relating to the financing and shall not be liable for any damage resulting from defects of the Charging Stations.

15.33. Article 5.6 shall also apply in the event of early termination of the financing agreement by the Customer or the financial institution, in which case the Customer shall be liable to pay all invoices due but not paid, as well as the remaining amount of the amounts still due, past due or future due under this Agreement until the end of the current contractual year.

Article 16. Provisions relating to Management Services

16.0. Luminus offers the use of the management platform and its applications "as is". To the extent permitted by law, Luminus disclaims all warranties, including but not limited to implied warranties of marketability, satisfactory quality, fitness for a particular purpose, availability, reliability, quiet enjoyment and warranties arising from a course of dealing or trade usage. Luminus does not guarantee that the management platform or the applications will operate at all times uninterrupted as described, error-free or free of harmful components such as malware, viruses, bugs or other electronic elements (e.g. hacking) that could disrupt the continuity of the Management or other Services. Luminus shall not be responsible for any interruptions to the Management or other Services, including but not limited to power outages, system failures or other interruptions.

16.1. Access to and use of the Luminus management platform and applications is subject to digital acceptance of the end-users' licence agreement upon first use. In case of conflict between the provisions of the Agreement and the end-users' licence agreement, the provisions of the Agreement shall prevail.

16.2. The Manager is at all times liable for all actions relating to the management platform, the Charging Stations or Management Services performed by its appointed agents.

16.3. The Manager is liable for all activities that take place with its account in the management platform, such as, though not limited to, the possible (financial) consequences of changes to data or rights in the management platform by the Manager.

16.4. The Manager undertakes to supply electricity to the Charging Stations under its management for the duration of the Agreement.

16.5. The price stated for the provision of Management Services is the monthly price payable per connector of the Charging Station to which the Management Services are provided. The price for Management Services is invoiced to the Customer on a monthly basis.

16.6. The monthly price for Management Services is payable in full by the Customer for each month in which Management Services were provided by Luminus, regardless of any termination of the Agreement before the end of the month. This price shall not be recalculated on a pro rata basis for the number of days of the month in which the Management Services were actually provided prior to the termination of the Agreement.

Article 17. Provisions relating to Charging Services

17.1. The User can benefit from the Charging Services by means of the Powerpass Charging Badge, the Public Charging platform and the Public Charging app. Luminus shall provide the Customer with the agreed number of Powerpass Charging Badges for Users within a reasonable time after the purchase of Charging Services.

17.2. Powerpass Charging Badges are only usable if (i) a Charging Services subscription is active thereon or (ii) the Powerpass Charging Badge has been charged with charging credit and such charging credit has not yet been used up or permanently lost in accordance with article 17.10.

17.3. The User shall never be entitled to a refund of any unused prepaid charge credit, including in case of loss, theft, damage or unauthorised use of the Powerpass Charging Badge.

17.4. Powerpass Charging Badges remain the property of Luminus at all times and cannot be transferred, (sub)rented or otherwise commercialised in whole or in part by the Customer to third parties without the express written consent of Luminus. This is an essential commitment of the Agreement. When the Charging Services come to an end, the Customer shall return or have the Powerpass Charging Badges returned by the User to Luminus.

17.5. All costs related to the loss and replacement of the Powerpass Charging Badges by the Users shall be borne by the Customer from the time when the Powerpass Charging Badges are sent by Luminus to the Customer or the time when the Residential Customer or the User takes physical possession thereof.

17.6. Any charges for issuing Powerpass Charging Badges to Users shall be borne by the Customer.

17.7. The Customer is responsible for and shall ensure the safe custody of the Powerpass Charging Badges issued by the Users. The Customer shall take and shall ensure that the Users take all useful measures to prevent the loss, theft, damage and unauthorised use of the Powerpass Charging Badges. The Customer undertakes and shall ensure that the Users promptly provide Luminus with all information regarding the loss, recovery, theft, damage or unauthorised use of the Powerpass Charging Badges.

17.8. The Customer is obliged and will oblige the User to assist Luminus, at its own expense, in tracing the causes of irregular or unauthorised use of the Powerpass Charging Badges. Luminus has the right to block Powerpass Charging Badges when it detects or suspects irregular or unauthorised use of the Powerpass Charging Badges, without this giving rise to any compensation for the User or Customer. In any event, all costs related to the loss, theft, damage and unauthorised use of Powerpass Charging Badges (including the costs of unauthorised charging or issuance of new Powerpass Charging Badges) shall always be borne by the Customer.

Powerpass Charging Badge with prepaid charging credit

17.9. The minimum prepaid charging credit for Powerpass Charging Badges is € 50 and is always linked to 1 Powerpass Charging Badge.

17.10. The prepaid charging credit is valid for a period of 12 months from the date of the last recharge of the charging credit on the Powerpass Charging Badge and is permanently lost if the User has not recharged the Powerpass Charging Badge with charging credit for 12 consecutive months.

17.11. The fees for the charging sessions performed with the Powerpass Charging Badge that are deducted from the charging credit are: (i) a fixed transaction fee per charging session started, (ii) a fee for energy consumption during the charging sessions, (iii) additional fees applied by Luminus' roaming Partner (such as, for example, a connection fee if the car remains connected after the battery has been fully charged).

Powerpass Charging Badges with charging subscription

17.12. If the Charging Services are purchased using a charging subscription, the following fees are payable monthly by the Customer: (i) the subscription price for the Charging Services, (ii) the fee for energy consumption during charging sessions, (iii) additional fees applied by Luminus and/or Luminus' roaming Partner (such as, for example, a connection fee when the car remains connected after the battery has been fully charged, card transaction fees per session).

17.13. The fee for energy consumption during charging sessions and the additional fees applied by Luminus and/or Luminus' roaming Partner mentioned in articles 17.11 and 17.12 may vary depending on the Charging Station to which the User charges its vehicle, and depending on the rates charged by Luminus' roaming Partners.

Article 18. Provisions relating to Refund Services

18.1. The Customer purchasing Refund Services from Luminus understands and accepts that it shall be liable to pay the energy cost of Home Charging performed by Users in accordance with the charging data included in the management platform.

18.2. The Customer purchasing Refund Services from Luminus authorises Luminus to refund the energy cost of Home Charging on its behalf to Users and authorises Luminus to charge this energy cost to the Customer.

18.3. If the Refund Services are provided with the Customer's knowledge through Luminus' Partner Last Mile Solutions (LMS), the latter shall endeavour to refund the energy cost for Home Charging to the User within the month following the month in which the User charged its vehicle at home. In this case, the Customer shall receive a monthly invoice for the refunds made to the Users. Such invoices are payable by bank transfer within the deadline and to the account number specified on the invoice.

18.4. The Customer accepts that Luminus shall refund the energy cost for Home Charging to the User, even if the Customer does not agree with the energy consumption of the User stated in the management platform.

18.5. The Refund Rate is defined in accordance with current legislation and circulars and is submitted to the Customer for prior approval.

18.6. The Customer may request Luminus to adjust the Refund Rate once a year in the management platform, free of charge. Each request to adjust the Refund Rate by the Customer shall be applied by Luminus for the future at the latest 10 Working Days after the request. Multiple adjustments of the Refund Rate in the same year

are only possible after acceptance of a specific offer by Luminus in this regard.

18.7. The Customer is responsible for keeping up to date in the management platform the list of Users to whom refunds may be made and the Sites excluded from refunds. Luminus is not liable for refunds made on the basis of outdated or incorrect data entered in the management platform by the Customer.

18.8. Luminus is not liable for refunds it has made to Users for charging operations that should not have been made at the User's Home Charging Station or mobile Charging Station according to the Customer's policy.

18.9. The Customer accepts that Luminus can only provide Refund Services in respect of Charging Stations for which Management Services are also provided.

18.10. The subscription price for the Refund Services is payable monthly by the Customer. The subscription price for Refund Services shall be payable for each User for which the Refund Services were active in the relevant month.

Article 19. Provisions relating to Provisioning Services

19.1. The Customer gives Luminus permission to manage the operation of the Charging Station, including the collection and redistribution of fees for charging operations performed at the Charging Station in accordance with the terms of the Agreement.

19.2. The Customer represents and warrants that it, as owner or holder of any other right in rem or in person over the Charging Station, has the necessary rights to authorise Luminus to provide the Provisioning Service in respect of the Charging Station.

19.3. The Customer accepts that Luminus can only provide Provisioning Services in respect of Charging Stations for which Management Services are also provided.

19.4. Energy consumption for charging sessions performed by Users at the Customer's Charging Stations is part of the Customer's energy consumption and shall be charged to the Customer by its energy supplier, be it Luminus or another energy supplier.

19.5. The subscription price for the Provisioning Services is payable monthly by the Customer. The subscription price for Provisioning Services shall be payable per connector or a Charging Station for which the Provisioning Services were active in the relevant month.

19.6. If a User charges its vehicle at a Customer's Charging Station by means of a charging badge or application of an MSP, the MSP shall charge the User for the charging session at the rate applied by the MSP. In this case, Luminus shall in turn charge the cost for this charging session as collected by the MSP to the MSP at the Provisioning Rate determined by the Customer.

19.7. The Customer understands and accepts that MSPs have their own pricing policies, which may cause the rate displayed and charged to Users to be higher than the Provisioning Rate set by the Customer. Luminus is not responsible for the accuracy of the data provided by MSPs nor for the rate charged to Users by MSPs.

19.8. If a User charges its vehicle at a Customer's Charging Station by means of QR-pay, Luminus shall charge the User for the Charging session at the Provisioning Rate set by the Customer.

19.9. The Customer may request Luminus once a year to adjust the Provisioning Rate in the management platform, free of charge. Each request to adjust the Provisioning Rate by the Customer shall be applied by Luminus for the future at the latest one month after the request. Multiple adjustments of the Provisioning Rate in the same year are only possible after acceptance of a specific offer by Luminus in this regard.

19.10. The financial arrangement will vary depending on the Partner with which Luminus works to provide Provisioning Services.

For instance, Luminus' Partner Last Mile Solutions (LMS) shall transfer to the Customer the fees it has collected from MSPs and Users in accordance with articles 19.6 and 19.7, after deduction of the CPO fee (hereinafter "the Proceeds") following the issue of a (monthly) self-billing invoice based on the data in the management platform and in accordance with article 53, § 2 of the Belgian VAT Code as further defined in LMS' general terms and conditions.

19.11. Luminus shall be liable to transfer Proceeds to the Customer only if it has actually received them from the Users and MSPs. The risk of non-payment of charging cost by MSPs and Users shall be borne by the Customer.

19.12. The Customer accepts that Luminus shall calculate the Proceeds in accordance with the charging data available in the management platform.

19.13. Luminus reserves the right to apply its logos to Charging Stations for which it provides Provisioning services.

Article 20. Provisions relating to repair and support services

Standard support services

20.1. Regular maintenance of Charging Stations shall always be the responsibility of the Customer.

20.2. Defects to Charging Stations or faults in the Services must be reported to Luminus' customer service on 02 289 90 90.

20.3. Customer service is available on Working Days during Office Hours.

20.4. Without prejudice to the provisions of art. 16.27, Luminus shall use its best efforts to bring about the earliest possible solution to the defect to the Charging Station or the fault in the services. This is an obligation of means. Luminus has taken measures to ensure the best possible continuity of its services. Nevertheless, the Customer acknowledges and accepts that Luminus cannot absolutely guarantee uninterrupted accessibility to the services.

Corrective and/or Preventive Maintenance Services

20.5. The Customer that purchases Corrective and/or Preventive Maintenance Services from Luminus understands and accepts that the terms and conditions of art. 16.6-16.21 regarding the Installation of Charging Stations shall apply mutatis mutandis to such Corrective and/or Preventive Maintenance Services.

Common provisions for Standard Support Services and Corrective and/or Preventive Maintenance Services

20.6. The Customer accepts that Luminus has a right to take Charging Stations temporarily out of service when reasonably necessary to repair defects to Charging Stations or faults in the services.

20.7. In case of dissatisfaction or complaints regarding the execution of the Agreement, the Customer can contact Customer Service on 02 289 90 90 or by email to mobilitysolutions@luminus.be.

Article 21. Right of withdrawal

21.1. If the Agreement was concluded with the Residential Customer with the exclusive use of one or more communication techniques at a distance, the Residential Customer has the right to withdraw from the Agreement within a period of 14 days without giving reasons.

21.2. The withdrawal period referred to in article 21.1 expires 14 days (i) after the day when the last goods entered the physical

possession of the Residential Customer or, (ii) in case of services, after the day when the Agreement was concluded.

21.3. To exercise the right of withdrawal, the Residential Customer shall notify Luminus of its decision to withdraw from the Agreement by means of an unequivocal statement (e.g. in writing by post or email at mobilitysolutions@luminus.be). For this purpose, the Residential Customer may use the model withdrawal form attached on page 13 of these General Terms and Conditions but has no obligation to do so. To comply with the withdrawal period, it suffices to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

21.4. Without prejudice to article 21.7, if the Residential Customer withdraws from the Agreement, the Residential Customer shall receive all payments it has made up to that point, including delivery costs (with the exception of (i) any additional costs resulting from the Residential Customer's choice of a mode of delivery other than the cheapest standard delivery offered by Luminus and (ii) the direct costs of returning goods) back from Luminus without delay and in any event no later than 14 days after Luminus has been informed of the decision to withdraw from the Agreement. Luminus may wait to refund until it has received the goods back from the Residential Customer, or until the Residential Customer has provided evidence that the Residential Customer has returned the goods, whichever comes first.

21.5. Luminus shall reimburse the Residential Customer using the same means of payment as was used by the Residential Customer to make the original transaction, unless the Residential Customer has expressly agreed otherwise; in any event, the Residential Customer shall not be charged for such refunds.

21.6. The Residential Customer shall return or hand over the goods to Luminus without delay, but in any case, no later than 14 days after the day when the Residential Customer communicated the decision to withdraw from the Agreement to Luminus. The Residential Customer is on time if it returns or hands over the goods to Luminus before the period of 14 days has expired. The direct cost of returning the goods shall be borne by the Residential Customer. The maximum cost is estimated to be € 500,00.

21.7. If the Residential Customer has expressly requested Luminus to execute the Agreement during the withdrawal period referred to above and has thereby acknowledged that it will no longer have a right of withdrawal once the Agreement has been fully executed, the Residential Customer exercising its right of withdrawal at a time when the execution of the Agreement has already commenced shall be liable to pay compensation proportionate to the services provided at the time of withdrawal compared to the full execution of the Agreement. More specifically, the Residential Customer shall be liable to pay, inter alia, compensation for the reasonable cost incurred by Luminus in the execution of the Agreement, including, for example, the cost of installation and possible dismantling of Charging Stations.

21.8. The Residential Customer shall also be liable for any loss in value of the goods resulting from the use of the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods. This value-loss shall be deducted from the refund referred to in article 21.4.

21.9. If the Residential Customer has expressly agreed to the supply of digital content during the withdrawal period and thereby acknowledged that he thus loses his right of withdrawal, the Residential Customer shall be liable to pay compensation for the partial or full supply of digital content during the withdrawal period. Such compensation shall be proportionate to the digital content already delivered at the time of withdrawal compared to the full execution of the Agreement.