



Sales and Service Conditions.

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1. General — Applicability

- 1.1** These general sales and service conditions (the ‘General Conditions’) apply to all requests for quotation, quotations, orders, order confirmations and agreements issued, entered into or agreed upon by 247 Alpha NV (Company No. 0804.732.289 / VAT BE-0804.732.289), and all future affiliated companies (‘247 Energy’), as well as to all deliveries of goods (the ‘Product(s)’) and provision of services by 247 Energy (hereinafter referred to as ‘Services’). By placing the order, and at the latest upon delivery of the Products or performance of the Services, the purchaser (the ‘Client’) agrees to the applicability of these General Conditions.
- 1.2** These Sales and Service Conditions apply for the entire duration of the business relationship, meaning they also apply to subsequent agreements, negotiations or requests by the Client.
- 1.3** Unless otherwise agreed in writing by the parties, 247 Energy delivers Products or performs Services exclusively on the basis of these Sales and Service Conditions. All other conditions – including the Client’s own conditions – are not binding on 247 Energy.
- 1.4** Should any provision of the Sales and Service Conditions be found wholly or partially invalid, this shall not affect the validity of the remaining provisions of the Sales and Service Conditions.
- 1.5** Deviations from these Sales and Service Conditions are only permitted if and to the extent that the authorised director(s) of 247 Energy have expressly accepted such deviations in writing.
- 1.6** For the purposes of these Sales and Service Conditions, the term “in writing” also includes all communication between the parties by e-mail.

2. Quotations, Offers, Orders and Agreements

- 2.1** All quotations and offers made by 247 Energy are only binding for the period stated on such quotation or offer.
- 2.2** An agreement is only concluded upon written confirmation of a (signed) quotation/order by 247 Energy, or when otherwise expressly confirmed in writing. In the event of a conflict or inconsistency between the content of a (signed) quotation or order and the content of the 247 Energy order confirmation, the 247 Energy order confirmation shall prevail.
- 2.3** In the absence of a 247 Energy order confirmation, the delivery of the Products or performance of the Services by 247 Energy and/or a final invoice shall constitute the order confirmation.
- 2.4** Data in illustrations, drawings and specifications of dimensions and weight that form the basis for the quotation or order confirmation shall only be considered as estimated values, unless exclusively designated as binding. The Client is obliged to verify the aforementioned data. Where specifications remain unchanged, the dimensions and weights included in the quotation are maximum dimensions and weights, and the output stated in the quotation is the minimum output.
- 2.5** 247 Energy is and remains the owner of all documents, provided models, samples or examples related to quotations or an agreement. Without the written permission of 247 Energy, the client may only deliver or make such items available for inspection to project-related stakeholders, or reproduce or copy them. At the request of 247 Energy, such documents, models, samples or examples must be returned to 247 Energy in good condition within fourteen days.
- 2.6** Work shall only commence after a written order has been provided and the 1st invoice has been paid.
- 2.6a** If 247 Energy, with the knowledge of the Client, has already commenced work without a written order having been issued, the quotation shall be deemed a binding order for both parties.
- 2.7** Prices are based on the cost-determining factors applicable at the time of conclusion of the Agreement. If these factors change after conclusion of the Agreement but prior to delivery of the Products, without 247 Energy being able to reasonably influence this, 247 Energy is entitled to pass on the resulting additional costs to the Buyer.

3. Design and Modifications

- 3.1** If the quotation includes that 247 Energy will perform design work for the Client, 247 Energy will send the final design of the Product to the Client after the date of the order confirmation. The Client shall approve or reject the final design within 5 (five) business days of the final design being sent by 247 Energy to the Client. If 247 Energy has not received approval or rejection from the Client within 5 (five) business days, the final design shall be deemed accepted by the Client.
- 3.2** 247 Energy and the Client may agree that non-technical and non-functional modifications are made to a Product, such as the application of stickers, SIM cards, changes of colours, etc. (the ‘Modification(s)'). 247 Energy will approve or reject the Modifications requested by the Client by means of the order confirmation. Modifications may affect the final Product (the ‘Modified Product(s)'), its appearance, quality and/or lifespan. 247 Energy is not liable for damage caused by the Modified Products if such damage is attributable to the Modifications.
- 3.3** 247 Energy will share an indicative schedule at the commencement of work (as defined in article 2.6), indicating at what point the final design will be submitted for approval to the Client. This schedule serves as a guideline and not as a final deadline, unless the parties have expressly agreed a final deadline in writing.

4. Webshop

N/A

5. Transport and Shipment

5.1 Unless stated otherwise in the quotation, prices and deliveries are ex warehouse or ex works (Ex Works in accordance with Incoterms 2020), excluding transport and insurance costs. Transport is at the Client's risk.

5.2 If the parties expressly agree in the quotation or order confirmation that 247 Energy will arrange transport, the transport and insurance costs are included in the agreed price or are stated separately. In that case, vertical transport is also included, unless otherwise stipulated.

6. Delivery, Delivery Period, Acceptance and Force Majeure

The scope of delivery comprises the following elements (unless otherwise stated in the quotation):

- The design, production and assembly of the battery
- Transport to the agreed location, to the extent included pursuant to article 5
- The assembly, commissioning, testing and external inspection of the battery
- Commissioning and handover

6.1 As part of the handover of the Product, the parties agree on a Site Acceptance Test whereby: Site Acceptance means the implicit or explicit acceptance of the Product at the final location, which takes place by (i) signature of the associated test document by both parties, or (ii) commissioning of the Product at the final location designated by the Client.

6.2 Unless otherwise agreed, issued delivery dates or periods are extended if: (a) the Client requests modifications to the final design more than five (5) business days after 247 Energy has sent the final design to the Client; (b) the Client fails to meet all technical, administrative, commercial and financial requirements; (c) the Client requests modifications to the Product after the date of the order confirmation; (d) 247 Energy has not received (partial) payments in respect of the Products or Services before the Due Date; (e) Force Majeure: see articles 6.5 and 6.6.

6.3 Delivery dates and periods are guidelines, not final deadlines, unless expressly agreed in writing. Following written notice of default with a reasonable remedy period of at least 14 business days, the parties may take further steps.

6.4 Partial deliveries are permitted.

6.5 Force majeure means any circumstance not attributable to the fault or risk sphere of 247 Energy that was neither foreseeable nor avoidable and that makes it impossible or practically onerous for 247 Energy to fulfil its obligations in whole or in part, including but not limited to abnormal weather conditions, frost, storm damage, strikes, epidemics and pandemics, fire, theft, war and the threat of war, terrorist threats and attacks, as well as government measures such as import, export and transit bans, quotas and sanctions. During a force majeure situation, 247 Energy is entitled to suspend its obligations in whole or in part without being liable for damages, penalties or costs. In the event of force majeure, 247 Energy is not obliged to refund amounts already paid by the Buyer. Such amounts are converted into a credit in favour of the Buyer. This credit may only be applied towards future payment obligations of the Buyer to 247 Energy for Products yet to be delivered.

6.6 If 247 Energy or one of its suppliers is affected by a force majeure situation, 247 Energy has the right to postpone the delivery date by an appropriate period. 247 Energy will notify the Client of this and will ensure that the inconvenience for the Client is kept to a minimum. If the force majeure situation continues for more than three months, or as soon as it becomes clear that it will continue for more than three months, 247 Energy and the Client shall enter into consultation with the aim of minimising the damage suffered and potentially still to be suffered by both parties.

6.7 If the Client requests a deferred delivery after 247 Energy has notified completion of the Products, 247 Energy reserves the right to charge the Client for the costs associated with the deferred delivery (including storage and transport costs). In this case, 247 Energy is entitled to send the Client an invoice as if delivery had taken place on the originally indicated delivery date.

6.8 The place of performance agreed upon is the location where the battery is delivered and installed, as stated in the quotation or order confirmation.

7. Prices and Payment Conditions

7.1 Prices are in euros, excluding VAT and/or other levies.

7.2 Payments must be made in accordance with the agreed payment conditions without any form of set-off. Payments must be transferred to the designated bank account within 28 days of the invoice date without deduction (the 'Due Date'). Payments are deemed to have been made at the moment they are credited to the bank account of 247 Energy.

- 7.3** A payment term of 28 days applies to instalments invoiced to the Client, it being noted that the initial order (1st instalment) and assembly (2nd instalment) shall only commence after payment of the respective instalment. [placeholder^e]
- 7.4** The schedule referred to in article 3.3 of 247 Energy may assume a maximum payment term of 14 days. Later payment automatically results in a later delivery date, without consequences for 247 Energy. Payment later than the agreed payment term of 28 days will result in the standard default procedure being followed.
- 7.5** For each day of late payment, the Client owes a penalty of 0.1% of the contract sum, with a maximum of 5% of the contract sum. A penalty for 247 Energy for late delivery is only due if the parties have expressly agreed a final delivery deadline in writing, and in that case amounts to a maximum of 2% of the agreed contract sum. No penalty applies to either party in the event of force majeure, as described under 6.5.
- 7.6** If the parties have agreed payment by instalments, 247 Energy has the right to suspend its work relating to a subsequent instalment if an invoice relating to a prior instalment has not been paid on time.
- 7.7** Discount agreements are fully cancelled as soon as a payment default occurs (including in the case of partial payments).
- 7.8** Complaints do not constitute grounds for suspension of or delay in payment.
- 7.9** Furthermore, 247 Energy is entitled to increase the price of the Products or Services in the event of a delay in delivery periods and dates, where the delay in question is not attributable to 247 Energy.
- 7.10** If the Client believes that invoices are incorrect, the Client must notify 247 Energy in writing within 28 days of the date of dispatch. Upon expiry of this period, the Client is deemed to have accepted the invoices as correct.
- 7.11** All collection costs legitimately incurred by 247 Energy are for the account of the Client.

8. Client Obligations

- 8.1** If the Client has committed to delivering parts for the production of the ordered Products, these parts must be delivered free of charge and on time for the production process. 247 Energy reports defects in parts as soon as they become apparent during normal operations. The Client hereby waives the right to object to defects reported late.
- 8.2** The Client shall at all times, at its own expense and risk, ensure and warrants that: (a) all licences and permits necessary and required for the performance of an agreement are in place; (b) all local, regional or national regulations regarding spatial planning are complied with; and (c) it will act in accordance with all applicable laws and regulations, including but not limited to the applicable laws and regulations regarding recycling. The Client always bears responsibility for the structural suitability of the location.

9. Intellectual Property and Other Protected Rights

- 9.1** If Products are produced on the basis of ideas, proposals, models, drawings, Modifications or samples from the Client, the Client warrants that no infringement is made of protected rights of third parties. The Client indemnifies 247 Energy against all (damage) claims of third parties and the costs arising therefrom.
- 9.2** All ideas, inventions, designs and samples, copyrighted works, patents, design rights, trademarks, copyrights and trade secrets in respect of the Products or Services produced or generated by 247 Energy are at all times the exclusive (intellectual) property of 247 Energy. The Client does not acquire any intellectual property rights in respect of images, drawings and models provided by 247 Energy.
- 9.3** Reproduction for the purpose of sharing the aforementioned images, drawings and models with stakeholders involved in the project is permitted if they are necessary for the execution of the relevant project.

10. Firmware

- 10.1** Products delivered by 247 Energy may have integrated software (the 'Firmware') installed. The Firmware and 247 Services are subject to copyrights and other intellectual property rights of 247 Energy or its licensors. No intellectual property rights are transferred to the Client.
- 10.2** Access to 247 Services is subject to terms of use, which will be shared with the Client. The Client shall at all times strictly adhere to the terms of use.

11. Confidential Information and Non-Disclosure

- 11.1** The Client and 247 Energy shall treat all mutually provided information, specifications, business information and knowledge as confidential. At either party's request, the aforementioned information must be returned in good condition or destroyed within fourteen days.

11.2 The Client agrees that 247 Energy may use the Client's name and general information about the project, following prior written approval from the Client, for publicity announcements and reference purposes.

12. Notification of Defects

12.1 The Client is obliged to inspect the Products and Services upon delivery for transport damage or other damage. Visible defects must be reported to 247 Energy in writing and with evidence within 7 (seven) days of delivery, with a specific description of the nature of the defect. Any damage at handover shall be recorded in writing and must be remedied by 247 Energy or compensated by mutual agreement. In the absence of timely notification, all claims in respect of the relevant defect shall lapse.

13. Warranty and Liability

13.1 247 Energy warrants that the products and services it delivers are free from defects during the warranty periods offered in the quotation and agreed in the order confirmation, and that the products comply with the applicable specifications issued by 247 Energy. 247 Energy will remedy defects by ensuring repair or replacement of the Products or re-performance of the Services, unless: (a) the Products have been subjected to misuse, incorrect installation or maintenance not carried out by 247 Energy; (b) the Products have been dismantled, modified or repaired, not carried out by 247 Energy; (c) the manuals, operating and maintenance instructions provided by 247 Energy are not followed; (d) the Products are used in proximity to explosive or highly flammable substances or in or near water; (e) there is normal wear and tear (such as only 70% capacity available after 10,000 cycles or 10 years); (f) there is failure of the electricity grid or a force majeure situation; (g) the defect is the result of an external cause not attributable to 247 Energy.

Warranty on battery units:

- Warranty of 10 years or 10,000 cycles, whichever comes first (max. 2 cycles per day).
 - If 2 cycles per day is exceeded, the warranty is reduced from 10 years to 5 years.
 - Above 3 exceedances, the full warranty lapses.
- Warranty on all other components (BMU, EMU, cabling, HVAC, PLC, AC/DC board, inverters, etc.): 2 years.
- The warranty is valid ex Beveren: transport to Beveren is at the Client's expense; return is at the expense of 247 Energy.
- If the seal of products has been broken, the full warranty lapses immediately.

13.3 247 Energy is liable for damage relating to, or arising from, the assembly, transport and installation of the Products. Statutory liability, contractual liability and liability in tort is: (a) for the delivery of Products limited to 50% of the value of the contract sum, with a maximum of EUR 5,000,000. The Client waives any right of recourse above these amounts. Liability is always limited to direct damage, excluding damage to buildings or other installations, unless arising from gross negligence. Exception: direct damage caused by 247 Energy to the building, installations or contents of the client or the client's tenant during transport and installation works.

13.4 Agreements regarding damage arising from Services delivered by 247 Energy will be set out in a separate Service Agreement.

13.5 247 Energy is not liable for loss or damage in respect of profits, revenues and loss of income, commercial losses, use, production, agreements, goodwill, corruption of software, data or information, or for indirect or special damage, consequential damage or other damage of such nature.

13.6 The Client is obliged to indemnify 247 Energy against all claims of third parties for compensation of damage in connection with the delivered Products or performed Services.

13.7 247 Energy accepts no liability for: damage due to a defect or shortcoming in products that have been replaced or repaired by 247 Energy within a reasonable period; indirect damage or pure financial loss such as lost revenue, turnover and profit; damage that could have been avoided by following the advice and instructions of 247 Energy.

13.8 The Buyer indemnifies 247 Energy against any claims of third parties after delivery of the Products, including the owner of the premises, in connection with the installation, operation and presence of the equipment.

13.9 Damage caused by natural disasters, storms and gusts of wind must be covered by the buyer's insurance. 247 Energy is not liable for damage caused by lightning strikes, natural disasters, storms, power outages and gusts of wind.

13.10 The buyer indemnifies 247 Energy against failures of (electrical) equipment, such as failures of smoke detectors, alarm systems, TV, telephony, internet and everything related thereto.

13.11 247 Energy accepts no responsibility for the handling of VAT refunds, subsidy processes, additional requirements of grid operators, CertiQ, municipal subsidies and/or tax benefits.

14. Retention of Title

14.1 Until the Client has fulfilled all financial obligations towards 247 Energy, including interest and costs, ownership of the Products delivered by 247 Energy rests with 247 Energy. The Client is obliged to store and manage the Products with the required care.

14.2 With regard to resale, the Client hereby transfers to 247 Energy all claims including all associated rights and proprietary security rights accruing to the Client in respect of its customers and the resold products, and 247 Energy hereby accepts this transfer. Upon request, the Client will disclose to 247 Energy the names and addresses of its customers as well as the claims and amounts owed as a result of the sales in question.

15. Termination, Succession and Transfer

15.1 In the event of cancellation of orders, termination or dissolution of the agreement by the Client, 247 Energy is entitled to compensation for the total value of the agreement, including the calculated profit. If there is a legitimate termination by the Client pursuant to article 15.2(a), 247 Energy is entitled to compensation for the costs it has incurred up to that point.

15.2 Both parties have the right to terminate the agreement in the following cases only: (a) there is an intentional or gross failure to fulfil material obligations under the agreement by the other party, and this failure is not remedied within a reasonable period given in writing by the affected party; or (b) the other party ceases or threatens to cease its business, is in a state of insolvency, files for bankruptcy, enters into a creditors' arrangement or goes bankrupt.

15.3 Orders are also binding on the legal successor of the Client or 247 Energy. Rights and obligations may not be transferred by the parties without the prior written consent of the other party.

16. Export

16 If the Client exports (parts of) the Products delivered by 247 Energy abroad, the Client undertakes to comply with the national and international export regulations applicable to it and will indemnify 247 Energy against all claims of third parties in connection with these export regulations. The Client may not export or transfer 247 Energy's technology in violation of European export control legislation.

17. Personal Data

17.1 If the Client receives personal data from 247 Energy in the context of the agreement, the Client warrants that the Client complies with the General Data Protection Regulation (GDPR) and all other applicable laws and regulations regarding data protection.

17.2 247 Energy has drawn up a privacy statement, which can be consulted on 247 Energy's website.

18. Severability

18.1 Should any provision of these Sales and Service Conditions or an agreement be found void or invalid for any reason, this shall not affect the validity of the remaining provisions.

18.2 The parties commit to replacing the invalid provision with a legally valid provision that approximates the economic intent of the invalid provision as closely as possible.

19. Applicable Law

19.1 These Sales and Service Conditions, and every agreement to which these Sales and Service Conditions apply, are governed by Belgian law, to the exclusion of the rules of the United Nations Convention on Contracts for the International Sale of Goods.

19.2 All disputes arising in connection with these Sales and Service Conditions shall be settled in accordance with the CEPANI Arbitration Rules by one or more arbitrators appointed in accordance with those rules. The place of arbitration is Antwerp, Belgium. The language of the arbitration is Dutch.

Special Conditions — Assembly, Installation and Service Works

Assembly, installation and service works (the 'Work') are subject not only to articles 1 through 19 of these Sales and Service Conditions, but also to articles 20 through 22 of these Special Conditions. In the event of conflicting or inconsistent conditions, the articles of these Special Conditions take precedence over articles 1 through 19 of these General Conditions, with the exception of article 13 (Warranty and Liability), which takes precedence at all times.

20. Performance of Work

20.1 If it has been agreed that 247 Energy will perform Work for the Client, 247 Energy must perform this Work in accordance with the agreed specifications. 247 Energy has the right, but is not obliged, to verify the accuracy of the data provided and, in the event of identified errors, to suspend the Work until the errors have been corrected to the satisfaction of 247 Energy.

20.2 The Client must ensure that all equipment and tools required for the performance of the Work, as chosen by 247 Energy, are available.

20.3 The Client shall, at its own expense and risk, ensure and warrants that: (a) 247 Energy's employees can commence the Work immediately upon arrival at the installation site during normal working hours; (b) suitable accommodation and all essential facilities are available for 247 Energy's employees; (c) the access routes to the installation site are suitable for the necessary transport; (d) the designated location is suitable for storage and assembly/installation/service; (e) 247 Energy can timely and free of charge access the standard measuring and testing equipment and the necessary tools at the correct location; (f) all necessary safety measures and precautions have been taken.

20.4 The Client must periodically inspect the Work and must approve the Work in writing. If the Client fails to inspect and/or approve the Work, the Work shall be deemed approved within 3 (three) business days after 247 Energy has completed its Work.

20.5 The Client shall reimburse all costs incurred by 247 Energy in connection with the Work, including travel and accommodation costs.

21. Additional Work and Cancelled Work

Performance of additional work or cancellation of Work must be agreed in writing in advance. If more or less work is performed without such a written agreement, 247 Energy is entitled to unilaterally determine the price of the Work in question in accordance with market rates.

22. Acceptance and Completion

The Work shall be deemed accepted as follows: (a) upon delivery of an external inspection report (without mention of mandatory modifications to be carried out by 247 Energy) and the client's verification of the battery settings required by the grid operator, or (b) if the parties have agreed in writing on an acceptance test: after the commissioning following the test period; or (c) if the Client has made use of the Product prior to the moment of acceptance: at the commencement of such use. The Client may not withhold acceptance on grounds other than those based on specifications expressly agreed between the parties, nor on grounds of minor defects that do not impede the use or productivity of the Product.