

These General Terms & Conditions ('Conditions') apply to every offer, proposal, subscription and agreement ('Agreement') between hello energy BV, registered in the trade register of the Chamber of Commerce of the Netherlands under number 64546292 ('hello energy') and its clients and contractors ('Counterparty'), insofar as parties have not explicitly deviated from them in writing. Any purchasing or other general conditions from the Counterparty are rejected.

## **Continuance, additions and cancellation**

Agreements between hello energy and the client related to subscriptions are made for an unlimited period and can be cancelled monthly, unless another period has been explicitly determined in writing.

New modules and additional products/services can be added to the agreement under the same conditions via e-mail (hello@hello-energy.com).

Cancellation can be realised in writing (Marten Meesweg 8-10, 3068 AV Rotterdam, the Netherlands) or via e-mail (goodbye@hello-energy.com). Clients will receive written confirmation of their cancellation.

## **Rates, validity, invoicing and warranties**

hello energy retains the right at all times to change the price of its products and services. Current rates are available via hello-energy.com/pricing. All indicated prices are excluding VAT.

hello energy has no influence on the pricing policy of purchased products and services, such as TV screens, media players and metering contracts.

Proposals have a validity of up to 12 months, after which different price agreements may apply.

The settlement of costs for telemetric meters and data supply by the metering company which exceed the amount indicated in the proposal will take place after written agreement from the client based on the actual costs of purchase and installation.

One-off remunerations will be invoiced at 50% in advance and 50% after delivery. Monthly remunerations will be invoiced on an annual basis. The payment term is 14 days from the invoice date. If a subscription is cancelled, any amount paid in advance will be credited and repaid within 14 days.

If the Counterparty fails to pay an invoice in time this means that the Counterparty is legally in default. In this case, the Counterparty will owe an interest of 0% a month. If payment hasn't been realised after three months, hello energy has the right to terminate its services and reclaim any rented or leased hardware.

The warranty on hardware for narrowcasting is three years on site.

## **Specific conditions for modules**

module 'check':

hello energy has permission to request energy data and invoices from grid operators, suppliers and metering companies for all connections related to the building and company.

module 'insight':

Metering service contracts can be adapted if savings can be realised for similar services.

The rates apply to the delivery of data via existing smart meters.

Energy data is made available by the metering company and/or grid operator and subject to change.

The energy balance shown is based on key figures; no rights can be derived from them.

module 'narrowcasting':

Any hardware leased will remain the property of hello energy or its selected partner. Media players supplied by hello energy are only to be used in combination with the hello energy tool.

There are various packages available.

module 'support'

Two hours of consultancy time are included and clients will be informed by e-mail once these have been used. This e-mail will state that extra advice will be provided at a fee of €25 per 15 minutes. hello energy will provide a price proposal for consultancy activities that take more than two hours. hello energy has the right to employ an external consultant for these activities but will not charge any extra costs.

Specific conditions for energy purchasing

To enter into an energy purchasing contract, clients will authorise hello energy to act on their behalf. This continuous authorisation gives hello energy permission to enter into, manage and terminate energy contracts on behalf of the Counterparty. The authorisation includes all activities, including acts of disposal, which can lead to attaining the results as indicated in the agreement, which include:

- Obtaining information from the current provider about details such as the termination date of the current contracts, the amount

of the fine to which the client might be liable when cancelling the current supply contract, and the ascription of the current supply contract.

- Cancelling the current supply contract on behalf of the client and connecting the client to the applicable collective offer, should the transfer fine owed to the current provider be less than or equal to 50 euros per contract.
- Annually placing the client under the new, then applicable, collective offer. Unless the definitive collective offer has changed by more than 5%, hello energy has the authority to register the client for the definitive collective offer.
- Making changes to the network contract that result in direct cost savings.

Should the client not wish to renew the supply contract and no longer have it managed by hello energy, they have three days from the announcement of the new (indicative) rates to turn down the supply contract.

Cancellation of one or several modules does not affect a supply contract and the related remuneration to hello energy. Supply contracts always run until the end of the agreed term.

### **Other stipulations**

hello energy can outsource (part of) its services to third parties.

No rights can be derived from any advice, tips and measures provided by hello energy. No damages incurred can be passed on to hello energy.

Cost calculations are estimates, and no rights can be derived from them.

Should one or several stipulations become void or be cancelled, all other stipulations in this agreement remain valid. hello energy and its clients are obligated to negotiate new replacement stipulations with the same goal and purport as the void/cancelled stipulations.

All agreements and legal relationships between hello energy and its clients are exclusively subject to Dutch law. This English version of the conditions is provided as a service only and, in case of dispute, the original Dutch version always has precedence.

Disputes resulting from the legal relationship between hello energy and its clients will always be submitted to the Court in Rotterdam, the Netherlands.

In case of disputes, hello energy and its clients are obligated to attend a one-hour mediation meeting at the office of hello energy or via video phone connection before taking legal action.

Clients declare to have been registered in the Chamber of Commerce under the submitted name and that they are authorised to sign on behalf of the client.