
GENERAL CONDITIONS

Applicable conditions

The agreement concluded with the customer shall be governed by these general conditions which the latter is deemed to have irrevocably and unreservedly accepted failing any comments made before the start of the Mission; any other conditions are expressly excluded: an addition or amendment to these conditions shall only be valid with the prior written agreement of OPTIWATT.

Customer obligations

So that OPTIWATT may successfully carry out any optimisation Mission, the customer undertakes to:

- provide OPTIWATT with the technical documents describing the installations and their operation, supplier instructions and guidelines and any other documents necessary for the performance of the Mission as well as itemised energy bills for the last three years;
- check the technical and financial capacity of those who will carry out the adjustments to the installations described by OPTIWATT;
- carry out the adjustments decided upon in compliance with the agreed schedule;
- authorise OPTIWATT to obtain instant remote gas and electricity meter readings. Should OPTIWATT not be able to obtain the monthly remote readings, the customer will send these meter readings to OPTIWATT;
- not make any modifications to the technical installations without notifying OPTIWATT beforehand;
- maintain technical installations in working order and ensure that they are serviced in accordance with current legal and regulatory provisions as well as specific requirements of the competent administrative authorities, insurers and suppliers;
- inform OPTIWATT of any changes concerning the terms and conditions of use and occupancy of the Building during the Agreement;
- ensure that OPTIWATT can access the Building and technical installations including for random inspection visits;
- ensure compliance with measures stipulated by OPTIWATT to prevent any excessive consumption;
- notify OPTIWATT immediately of any event or incident at the technical installations;
- obtain the support of its internal and external departments, the operator responsible for managing the technical installations and users of the Building for the Mission and their agreement to OPTIWATT intervention concerning Hardware & Software technical adjustments and the conditions of use and occupancy of the Building.

Liability

OPTIWATT is responsible for the design of the adjustments defined in the targeted study report. OPTIWATT has an obligation of means. As it is not the designer of the original installation or the installer, operator or caretaker of the technical installations, OPTIWATT shall not deal with errors, faults, defects, etc. that may affect these installations, or failures of which they could only know their consequences.

The potential liability of OPTIWATT due to the performance of obligations stipulated in the Agreement, is limited to an amount not exceeding the total amount actually paid to OPTIWATT by the customer, by way of a contribution to the saving, whatever the bases of the latter's claim. Similarly, in the absence of any contribution to the saving, this liability will be limited to an amount not exceeding the total amount actually paid to OPTIWATT by the customer during the last year of the Mission.

Confidentiality

The customer acknowledges that the entirety of techniques, knowledge and methods used by OPTIWATT for the performance of the Mission, constitutes OPTIWATT-specific know-how and undertakes, during and after the performance of the Agreement, to not disclose, directly or indirectly, all or part of the constituent elements of this know-how and to not use it for personal or third-party purposes.

All the contractual and technical documents, plans, diagrams, studies or other documents and information, in

whatever form, developed by or for OPTIWATT are, shall remain or become its full and exclusive property; it therefore has the intellectual and/or industrial property with all its accessories for these documents.

End of customer's rights for the Building

Should the real or personal rights to which the customer is entitled for the Building end before the expiry of the Agreement for any reason whatsoever (sale, end of lease, expropriation, etc.), the customer shall ensure that the new holder of the Building rights enters into the Agreement; it shall remain jointly and severally liable for the performance by the latter of the obligations arising therefrom.

The customer may nevertheless prefer to terminate the Agreement in advance subject to compensation paid to OPTIWATT equivalent to 80% of the remuneration payable to OPTIWATT, any contribution to the saving being calculated on the basis of the anticipated annual saving.

The loss of the Building for whatever reason shall not automatically terminate the Agreement; in this case, the customer will be deemed to have terminated the Agreement in advance and the aforementioned compensation will be payable to OPTIWATT.

Breach

In case of breach by a party of one of its obligations, without prejudice to its right to suspend the performance of its own obligations, the other party shall have the option of terminating the Agreement, subject to notice of 10 calendar days, by sending a registered letter left with no effective follow-up. If termination occurs due to fault on the part of the customer, OPTIWATT shall be entitled to the compensation provided for in the previous point. Should termination occur due to fault on the part of OPTIWATT, the latter may no longer claim the saving contribution to which it is entitled for the remainder of the Agreement; instalments paid shall be retained.

References

The customer agrees that OPTIWATT may refer to the Mission performed as part of the Agreement in its references.

Entire Agreement

The Agreement and its appendices contain all the parties' obligations, and the correspondence, offers or proposals prior to the signing of the Agreement are considered as void. Any change will be exclusively implemented via a letter or amendment signed by the Parties, which then supplements the Agreement.

Payment

All amounts mentioned in the Agreement and its appendices are expressed in values excluding VAT. The VAT is payable by the customer.

Invoices are payable within thirty days of the invoice date. Failing payment by the due date, any outstanding amount will be increased, automatically and without any formality, for each month of delay started by interest at the rate of 1% per month and by a penalty clause equal to 15% on the said amount, with a minimum of €100.

Disputes

Any dispute or disagreement that may arise between the customer and OPTIWATT relating to the negotiation, formation, validity, construction, performance or non-performance of the Agreement will be subject to the exclusive jurisdiction of the Nivelles Courts.

Any legal proceedings against OPTIWATT, for any reason whatsoever, shall be instituted by the customer, on pain of preclusion, at the latest one year after the end of the Mission.