

General Terms and Conditions (Charging Card & EnergyVision Platform)

Article 1. General

1. The general terms and conditions of the charging card and the EnergyVision platform (hereinafter referred to as "general terms and conditions") apply to all offers, quotations, orders, and agreements between the parties.
2. Any deviations from these general terms and conditions are only valid if they have been expressly agreed upon in writing.
3. If one or more provisions of the contract and/or these general terms and conditions are or become null and void, the other provisions of these terms shall remain applicable.
4. All offers from EnergyVision are non-binding, unless an acceptance period is specified in the offer and it has not yet expired.
5. EnergyVision has the right to have work performed by third parties.
6. EnergyVision cannot be held liable if, in the execution of the contract, it has relied on incorrect and/or incomplete information provided by the Client.
7. EnergyVision has the right to prematurely terminate the contract and/or suspend its obligations after a notice of default in which a reasonable period is granted to fulfill its obligations, unless notice of default is not required by law.
8. EnergyVision has the right to dissolve the contract in whole or in part with immediate effect and without prior notice, without court intervention, in the event of bankruptcy or non-payment by the Client, or if the Client does not fulfill one of its obligations after the reasonable period set in the written notice of default.

Article 2. Invoicing and Payment

1. The Client is liable for the amounts for the purchase of the Charging Card and the use of electric charging infrastructure.
2. EnergyVision has the right to charge the Client for any (anticipated) increase in taxes, surcharges, and other government levies from the moment the levy takes effect.
3. The Client must pay the invoice no later than the due date stated on the invoice, by bank transfer to the account number indicated on the invoice and quoting the invoice number or the structured communication, unless a different payment date has been agreed between the Client and EnergyVision.
4. If the Client disputes the accuracy of an invoice, they must inform EnergyVision by email at hello@energyvision.be, stating the reason for the dispute, within the payment period of the relevant invoice. If the Client does not provide this substantiated notification within the stipulated period, their claim lapses.
5. In case of non-payment, we may charge business customers late payment interest from the invoice due date, based on the rate provided in the Law of August 2, 2002, concerning late payments in commercial transactions. Additionally, a fixed compensation of 10% of the outstanding amount may be applied, with a minimum of €25. If the actual damage is higher, it can be demonstrated and claimed.

For private customers, the first three reminders are free of charge. From the fourth reminder in the same calendar year, a fee of €7.50 per reminder will be charged. For business customers, the costs are €12 per reminder and €20 per formal notice. Additionally, we reserve the right to pass on collection costs.

For private customers, late payment interest is charged at the statutory interest rate after 14 calendar days from the formal notice. If the formal notice is sent by post, the 14-day period starts the day after dispatch. Additionally, a fixed compensation may be applied as follows:

- €20 for an outstanding balance of €150 or less
- €30 + 10% of the outstanding balance for amounts between €150.01 and €500, with a maximum of €50
- €65 + 5% of the outstanding balance above €500, with a maximum of €2,000

For business customers, the late payment of a single invoice results in the immediate enforceability of all other invoices, even if a payment term was granted, without prior formal notice.

The Parties expressly agree that all notices, formal demands and other official communications under these General Terms and Conditions, as well as invoicing, may validly be made by e-mail to the e-mail addresses provided by the Customer. The Customer acknowledges and accepts that a formal demand sent by e-mail has the same legal effect and evidential value as a formal demand sent by registered letter.

Article 3. Modification of General Terms and Conditions and Rates

1. EnergyVision has the right to unilaterally modify these general terms and conditions and its rates. Any modification of the general terms and conditions will be announced on the website at least ten (10) calendar days before their entry into force. Any changes in rates (and fees) will be announced on the website no later than the day they take effect.
2. Modifications to the general terms and conditions and rates also apply to existing contracts. If the Client does not wish to accept the modification of the general terms and conditions or rates as published by EnergyVision on its website, the Client has the right to terminate the contract within 1 month of the announcement.

Article 4. Liability of EnergyVision

1. If EnergyVision is liable for damages, its liability shall be limited to direct and foreseeable damages that are the immediate consequence of a breach attributable to EnergyVision and shall be limited to a maximum amount of EUR 25,000. EnergyVision shall not be liable for indirect damages, including financial losses, consequential damages, loss of turnover and profit, missed savings, loss of Clientele, damage to third parties, or damage to or loss of data, goods, equipment or software owned by third parties. Nothing in these General Terms and Conditions shall exclude or limit EnergyVision's liability for its intentional fault or that of persons for whom it is responsible, for gross negligence to the extent required by law, or for faults affecting the life or physical integrity of a person.
2. EnergyVision is never liable for damages caused, wholly or partially, by unauthorized use by the Client. The Client is always liable to EnergyVision for damages caused by the Driver and/or Cardholder.
3. Information published by EnergyVision on its Website, platform, and application is carefully prepared. However, EnergyVision cannot be held liable for any inaccuracies, omissions, or unavailability of the platform or application.
4. Any damage must be reported by the Client within two (2) working days after its discovery, or as soon as reasonably possible, via email to hello@energyvision.be.
5. The compensation for damage caused by the non-performance by EnergyVision of a contractual obligation under this agreement shall, within the limits imposed by law, be governed exclusively by the rules of contract law, even where the event giving rise to the damage also constitutes a tort. The compensation for damage caused by the non-performance of a contractual obligation by EnergyVision's auxiliary persons (with the exception of subcontractors) shall, within the limits imposed by law, constitute grounds solely for a contractual or non-contractual liability claim against the principal debtor, and shall not constitute grounds for a non-contractual liability claim against EnergyVision's auxiliary persons (with the exception of subcontractors), even where the event giving rise to the damage also constitutes a tort.

Article 5. Liability of the Client

The Client is responsible for all damages resulting from or related to the use of an electric vehicle and a charging cable not provided by EnergyVision.

Article 6. Force Majeure

If EnergyVision is unable to fulfill the contract in whole or in part for at least ninety consecutive calendar days due to force majeure, both EnergyVision and the Client have the right to terminate the contract in whole or in part. In this case, the Client is not entitled to any compensation. Force majeure includes: internet outages, power failures, disruptions in sending and receiving emails, delays and/or professional shortcomings and/or force majeure at suppliers, government measures and legislation, strikes, wars, and transportation issues.

Article 7. Personal Data and Confidentiality

1. The processing of personal data by EnergyVision will be carried out in compliance with the General Data Protection Regulation. EnergyVision is not responsible for any damages resulting from the processing of personal data by the engaged third party or partner.
2. The Client will treat all data provided by EnergyVision and the provisions of the contract confidentially.

Article 8. Services and Guarantees via the Platform and the Application

1. In the context of subscribing to a subscription, EnergyVision will take care of online communication. The services covered by the "Hosting" subscription and supported by EnergyVision are: remote reading of charging transactions, administrative processing of these charging transactions, providing an overview of charging transactions via the platform or the application, invoicing of charging transactions by EnergyVision to the Client via the charging service provider and reimbursement of charging transactions by EnergyVision to the electricity contractor.
2. Charging transactions on the charging stations placed and operated by EnergyVision involve 100% green electricity from renewable energy produced in Belgium.

Article 9. Charging Card

1. In accordance with the contract concluded with the Client, EnergyVision has issued a charging card to the Client. The Client can use it to charge their electric vehicle at EnergyVision charging points, non-EnergyVision charging points, and fast chargers that are (semi-) publicly accessible.
2. The Client is authorized to hand over the charging card to a cardholder. However, the Client remains responsible at all times to EnergyVision regarding the use of the charging card by the cardholder. The Client indemnifies EnergyVision against claims from the charging cardholder against EnergyVision.
3. The charging card and the (electronic) data processed on it remain the property of EnergyVision.
4. To activate the payment card, the Client must enter their account details and link them to the corresponding card, authorizing EnergyVision to debit the charged fees from the account by direct debit, unless a prepaid amount is deposited into the account by the Client. Clients in the Eurozone must enter their International Bank Account Number (IBAN), and Clients outside the Eurozone must enter their credit card information.
5. EnergyVision always has the right to withdraw and/or refuse access to a publicly accessible charging point without notice and without incurring obligations to the Client.
6. If the Charging Card is used to charge at a charging point other than EnergyVision, the general terms and conditions applied by that operator apply, and the rates can be consulted via the EnergyVision application and platform.
7. The Client must use the charging card with the required caution and diligence. The Client must avoid any dangerous situation that may arise during the charging process at all times.
8. In case of loss, theft, or misuse of the EnergyVision charging card, the Client will inform EnergyVision without delay. EnergyVision will then block the charging card. The Client is responsible towards EnergyVision if the charging cardholder has not used the EnergyVision card with care or has not sufficiently protected it against loss, unauthorized use, theft, or damage. Until the EnergyVision charging card is blocked, the Client is responsible for any damage resulting from the loss, theft, or misuse of the card. EnergyVision charges administrative fees of 20.00 EUR (including VAT) for renewing the payment card.
9. The Client will immediately report any damage, defect, or irregularity of the used charging point to EnergyVision.
10. EnergyVision is not liable to the Client, and the Client will indemnify EnergyVision against claims from the charging cardholder and other third parties concerning defects of the charging points and/or the unavailability of a charging point. EnergyVision will make every effort to ensure that malfunctions of EnergyVision charging points are resolved as quickly as possible.
11. EnergyVision can never be held liable for damages suffered by the Client as a result of malfunctions or limitations of the electricity grid and/or the electricity supply to the charging point, and the Client will indemnify EnergyVision against claims from the cardholder and other third parties in this regard.
12. EnergyVision is not liable to the Client, and the Client will indemnify EnergyVision against claims from the cardholder and other third parties concerning damages or defects of the electric vehicle caused by unauthorized use by the Client, the driver, and/or other third parties.
13. The Client is responsible for all damages resulting from the unauthorized use of charging points by the holder of the charging card, including incorrect connection of the cable to the electric vehicle and/or the charging point, the use of an unsuitable cable and/or a charging cable that does not meet applicable safety requirements, and/or the use of a charging cable unsuitable for the charging capacity of the respective electric vehicle or failure to comply with any other requirement.



EnergyVision

energy made simple

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Article 10. Intellectual Property

The Client agrees that all intellectual property rights (including copyrights, trademark rights, database rights, and patent rights) contained in the products and/or services remain the property of EnergyVision and/or its licensors. In the context of delivering the products and/or services, EnergyVision may use or develop products, materials, and methods containing data provided by the Client or information derived from it, which subsequently become the property of EnergyVision. The Client must refrain from infringing the intellectual property and other rights of EnergyVision.

Article 11. Final Provisions

This contract is governed by Belgian law. All disputes arising from or in connection with this contract will be submitted to the exclusive jurisdiction of the competent courts in Brussels.