

Terms and Conditions for Energy Supply

for the Supply of Electricity and Gas to Business Customers ("Terms and Conditions for Energy Supply")



Version: 2026/1 Date:
August 27, 2026

Scholt Energy GmbH

An der Pönt 48
40885 Ratingen (DE)

Phone: +49 (0) 2102 879 10 10
Email: info@scholt.de
Website: www.scholt.de

1. Scope and Applicability

These General Terms and Conditions form the basis of all energy supply contracts—including future contracts of a similar nature—between Scholt Energy GmbH, An der Pönt 48, 40885 Ratingen, HRB 72871 AG Düsseldorf ("Supplier") and the respective customers. The customer's terms and conditions shall not apply, even if no separate objection is raised.

2. Definitions

Service Fee

The service fee for energy supply contractually agreed upon between the Supplier and the Customer. This service fee does not include energy prices or passed-on costs such as grid fees, taxes, etc. The service fee is billed on a pro-rata basis based on consumed kWh units, even if MWh units are specified.

Energy

The types of energy—electricity and/or gas—supplied by the supplier.

Purchasing Group

A group of customers for whom the supplier or an authorized representative designated by this group carries out uniform EEX or OTC price fixings in accordance with the respective product descriptions in the energy supply contract.

Market Value

The current market value of all the customer's fixations as energy volumes still to be delivered, calculated by multiplying these energy volumes by the settlement price of the corresponding standardized EEX futures contract for the German market area as of the valuation date. If the product corresponding to the fixation has been partially consumed as of the valuation date, the valuation of the outstanding consumption volume shall be based on the next-smallest standardized EEX futures contract in place of that product, until the outstanding consumption volume is fully represented by suitable standardized contracts. In the case of monthly price fixings, if the product has been partially consumed, the valuation shall be performed on a pro rata basis using the settlement price of the corresponding standardized monthly

contract applicable at the valuation date.

Contract Value

The contract value of all of the customer's fixation energy quantities still to be delivered, determined by multiplying these energy quantities by the respective fixation price.

Off-Peak

The time window for the consumption of electrical energy outside the peak time window, as defined below.

Peak

The time window for the consumption of electrical energy on weekdays from Monday through Friday, from 8:00 a.m. to 8:00 p.m., regardless of holidays.

RLM Customers

Customers whose energy consumption is determined using a recording power meter with consumption tracking.

SLP customers

Customers whose energy consumption is accounted for using a standard load profile.

Contractual Annual Consumption

The projected annual consumption specified in the energy supply contract. The supplier is entitled to adjust the contractual annual consumption based on load profile data collected or transmitted for this purpose or other information.

Business day

Any calendar day excluding Saturdays, Sundays, and federal holidays.

3. Electronic Form

Any contractual agreement may also be made in electronic form. The electronic form is deemed to have been complied with even if a signature is scanned.

4. Transfer of Risk

Upon delivery and acceptance of grid-connected energy at the place of performance, all risks and perils pass from the supplier to the customer.

5. Grid Connection and Use of the Connection

Unless otherwise agreed in the contract, the customer is obligated to ensure a proper utility connection and the proper use of that connection in such a way that

delivery to the place of performance is technically possible at all times. Upon the supplier's request, the customer must provide appropriate proof.

6. Acceptance obligation

- a. The customer is obligated to procure its entire requirement for grid-connected energy at the agreed-upon delivery points exclusively from the supplier and to accept and pay for the delivered quantities at the place of performance in accordance with the provisions of the energy supply contract. The supply is provided outside the scope of the basic supply. The total demand for grid-connected energy is determined—irrespective of the specified contractual annual consumption—based on the energy quantities actually consumed during the term of the contract. The provisions of the product descriptions regarding fixations remain unaffected.
- b. A (partial) decommissioning and/or other (partial) abandonment of supply points—for example, due to the (partial) relocation or (partial) sale of a business premises—without the supplier's consent shall be deemed a partial or non-purchase in violation of Section 6, lit.a. The same applies in the event of a reduction in consumption that is equivalent to the decommissioning or abandonment of a supply point.
- c. The customer is responsible for terminating any existing energy supply contract with a third party in a timely manner in order to fulfill the obligation to purchase. The customer shall purchase the grid-connected energy exclusively for their own consumption. Any other use—in particular, transmission, feed-in, resale, or temporary storage for purposes other than the customer's own consumption—is permitted only with the supplier's prior written consent.

7. Metering Equipment, Metering

- a. Metering is performed by the meter operator using metering equipment specified in the energy supply contract. The meter operator is responsible for compliance with calibration regulations.
- b. If there is concern regarding an incorrect measurement or erroneous measurement data, the supplier may have the metering equipment inspected. The customer must grant the supplier or the metering point operator access to the metering equipment for this purpose.

- c. The supplier has the right to terminate the energy supply contract at any time with two weeks' notice if an SLP supply point becomes an RLM supply point. The same applies in the reverse case, provided that Section 13.b applies accordingly.

8. Payment Terms, Billing

- a. The quantities consumed by the customer at the consumption point generally form the basis for billing and are determined based on the meter readings recorded and transmitted by the responsible metering point operator using calibrated metering equipment. Invoices are issued and transmitted electronically to the extent permitted by law. The monthly bill separately lists advance payments as well as any billing discrepancies from previous months (credits or deficits) and accounts for them accordingly. The customer must raise any objections to the supplier's bills within one month of receiving a bill.
- b. Various payment options are available. These may be subject to individual conditions regarding service fees and/or the provision of security.
- c. If a SEPA direct debit arrangement has been agreed upon, the customer must pay the supplier a penalty of EUR 40.00 for each invoice amount or instalment that could not be debited in the event of a returned direct debit, unless the customer is not at fault for the returned direct debit. Upon payment of this contractual penalty, the customer is no longer obligated to allow the amount of the invoice or instalment that could not be debited to be debited via the SEPA direct debit procedure. However, this obligation continues to apply to subsequent invoice amounts and instalments.

9. Indexation of the Service Fee

- a. The agreed-upon service fee automatically changes on January 1 ("reference date") of each calendar year, provided that the "Producer Price Index for Services: Overall Index" ("Index"), issued and published by the Federal Statistical Office (currently available at <https://www.destatis.de>), has changed as of the reference date. Data published retrospectively that refers to the reference date shall also be considered a change as of the reference date. Any adjusted service fee shall be calculated according to the following formula:

b. $DE = DEo \times DIG / DIGo$.

The individual factors are defined as follows:

- DE: The service fee payable for the calendar year of the reference date, in €/MWh.
 - DEo: The service fee in €/MWh for the preceding calendar year.
 - DIG: The average index for the first three quarters of the preceding calendar year.
 - DIGo: The average index for the first three quarters of the calendar year before last.
- c.** The base year 2021 shall be used; if the Federal Statistical Office publishes a new base year, it shall replace the old base year. Should the index no longer be published in the future, it shall be replaced by the alternative index published by the Federal Statistical Office that most closely approximates the old index in terms of the prices covered by the alternative index.

10. Taxes, Levies, and Other Charges

- a.** The customer shall bear the applicable fees (e.g., for grid usage), taxes, levies, surcharges, and other charges incurred in connection with the purchase of energy—in addition to the energy price agreed upon with the supplier—at the rates in effect at the time. To the extent that the customer is entitled to claim partial or full exemptions or reductions for individual components of the charges, the customer is only exempt from such obligations toward the supplier if the customer notifies the supplier of the exemption in a timely manner and provides sufficient proof by submitting exemption or reduction notices or other supporting documents.
- b.** Late submission of proof entitles the supplier to retroactive exemption only if the supplier has a corresponding retroactive right of recourse against third parties that is enforceable.
- c.** The supplier may bill for retroactive or future changes to apportionable compensation components in accordance with Sections 10.a—for example, due to corrections—even after the contractual relationship has ended.

11. Mark-to-Market

- a.** If the Market Value falls below the fixed contract value (negative “mark-to-market”) by at least 15% or if the difference amounts to more than EUR 15,000.00, the supplier has the right to demand a

security deposit from the customer in the amount of this difference. The customer must provide the security within five days of receiving a written request from the supplier. In the event of a breach of this obligation, the customer shall be excluded from further price fixings.

- b.** If the customer is part of a Purchasing Group with multiple participants, the scope of the customer’s aforementioned obligation is determined by the customer’s share of the consortium’s total volume. This share corresponds to the ratio of the customer’s contractually agreed annual volume to the sum of the contractually agreed annual volumes of all participants in the Purchasing Group.
- c.** The supplier’s right to a security deposit ceases upon the cessation of the grounds for the security.

12. Term and Termination

- a.** The term of the energy supply contract and the supply period are generally based on the start and end dates of supply specified in the energy supply contract. If the grid operator specifies a different start date for supply, that date shall be deemed contractually agreed upon. The agreed-upon end of the supply period remains unaffected by this. Both parties are entitled to terminate the contract for the first time as of the contractually agreed-upon end of the supply period, subject to three months’ notice to the end of the supply period. In the event of termination by the customer, notice must be sent to the email address service@scholt.de. To the extent that Scholt Energy assists with a change of supplier, such assistance shall be provided promptly and free of charge in accordance with legal requirements.
- b.** In the absence of notice of termination, the energy supply contract and the supply period are automatically extended by one year each. Excluded from automatic renewal are the contract options for green energy, such as “Guaranteed Green” and “Guaranteed Eco-Gas.”
- c.** Each party is entitled to terminate the energy supply contract (in whole or in part) without notice for good cause. Good cause exists, in particular, if
- a party fails to fully meet any payment obligations despite a reminder and the expiration of a reasonable grace period, unless the outstanding amount is insignificant;

- a party fails to fulfil any obligations to provide security despite the setting of a reasonable grace period;
- a circumstance described in Section 6.b occurs;
- the supplier loses or fails to obtain an official permit required for lawful operation as an energy supplier, unless the supplier did not culpably cause the denial of the permit.

The provisions regarding termination for good cause pursuant to § 314 of the German Civil Code (BGB) remain unaffected.

- d. If the customer is a member of a Purchasing Group and the energy supply contract of a member of that Purchasing Group terminates, the supplier is entitled to transfer the purchase obligations arising from the fixations made for the customer in question to the remaining members.

13. Consequences of Early Termination

- a. If the supplier exercises the right to terminate the energy supply contract without notice for good cause due to a culpable breach of contractual obligations by the customer before the end of the agreed term, compensation shall be provided in accordance with the following provisions.
- b. This compensation consists, on the one hand, of the forfeiture by the customer of a payment obligation to the supplier in the amount of any shortfall, if any, between the fixed-price market value and the fixed-price contract value ("mark-to-market" pursuant to Section 11), whereby the fixed-price market value as of the second business day following termination shall be used as the basis. The so-called "UK bank holidays," available at <https://www.gov.uk/bank-holidays>, are not considered business days in this case.
- c. Second, the compensation consists of the customer's forfeiture of a payment obligation in the amount of a fixed sum, which is to be determined by multiplying the service fee by the portion of the contractual annual consumption that has not yet been used as of the date of early termination, up to the originally agreed end of the contract term.
- d. If contract options for greening energy—such as "Guaranteed Green"/"Guaranteed Eco-Gas"—as well as base payments have been agreed upon, the customer further forfeits any obligation to pay in

accordance with Section 13.c, provided that the outstanding fees for the contract options "Guaranteed Green"/"Guaranteed Eco-Gas" or the base fees are subject to this payment obligation.

- e. The supplier reserves the right to claim damages in excess of the amounts calculated in accordance with Sections 13.b, 13.c, and 13.d. In this case, the amounts resulting from the aforementioned payment obligations shall be offset against any claims for damages that may exist as a result of the circumstances described in Section 13.a. Statutory defenses and proof that the conditions for the contractual penalty have not been met remain unaffected.

14. Special Right of Termination for Supply Points in Designated Areas

- a. The supplier is entitled to terminate an energy supply contract under special circumstances if, after the contract has been concluded, it becomes apparent that one or more of the customer's supply points are located in a foreign supply area. A "foreign supply area" is defined as a supply point that is connected to a foreign electricity grid or is assigned to a foreign control area, a foreign balancing group, or a foreign balancing group or balancing area, even though supply under this contract is to be provided via the supplier's German market, billing, or procurement model.
- b. The special right of termination may be exercised until the end of the first calendar year of supply to the affected supply point(s). If the reason for termination relates only to individual supply points, the termination must be limited to those supply points.

15. Exemption from the Obligation to Perform, Liability

- a. If the parties are wholly or partially prevented from fulfilling their contractual obligations due to force majeure or other circumstances beyond their control—or circumstances that cannot be remedied with reasonable technical and economic effort—these obligations shall be suspended until such circumstances and their consequences have been eliminated or resolved, without the parties being obligated to compensate for any resulting damages. This shall not apply if the damage occurs or is exacerbated because the affected party failed to

promptly notify the other party of the circumstances known to it, as well as their expected duration and resolution. To the extent and for as long as grid operators are entitled to restrict or suspend the customer's supply—e.g., due to grid congestion, the performance of work necessary for operations, or to prevent an imminent grid failure—the supplier is, for its part, entitled to interrupt the supply.

- b. The supplier's liability for any damages and/or claims arising from interruptions or irregularities in the supply of grid-connected energy is excluded to the extent that these are attributable to a breach of obligations incumbent upon another electricity market participant, such as the grid operator, for example in the event of disruptions to grid operations, including the grid connection or the use of the connection.
- c. Any advisory services provided by the supplier are based on reasonable and prudent efforts.
- d. The supplier's liability for service disruptions, including the issuance of an inaccurate or delayed bill, is governed by the general provisions. Unless otherwise provided, the parties shall be liable to one another exclusively for wilful misconduct and gross negligence. This does not apply to liability for damages resulting from injury to life, limb, or health arising from a negligent breach of duty by the parties or their agents.
- e. In the event of a breach of material contractual obligations arising from circumstances other than wilful misconduct or gross negligence, the liability of the supplier and its agents is limited to damages that were foreseeable at the time the contract was concluded and that are typical for this type of contract. Essential contractual obligations are those whose fulfilment is necessary to achieve the purpose of the energy supply contract and on whose fulfilment the customer has relied and was entitled to rely.

16. Customer's Obligations to Provide Information and Notifications

- a. The customer is obligated to immediately inform the supplier of any temporary or permanent changes in its consumption patterns, grid connection, or consumption metering, and to provide the supplier, without being asked, with any other information

relevant to the procurement and supply of grid-connected energy to the customer at its point of delivery.

- b. The customer authorizes the supplier to take all necessary measures, make all necessary or useful declarations, and disclose the above data to third parties (e.g., grid operators, energy suppliers) that are necessary or appropriate for the performance of this contract and the related services, in particular the switching or registration process. This includes, in particular, the termination of the customer's existing energy supply contract with the previous supplier as of the next possible or agreed-upon date, the request for billing-related meter data, load profiles, and other customer data regarding the customer's consumption patterns in past consumption or supply periods—which is necessary for to fulfill this energy supply contract—from the responsible grid operator, as well as all other necessary and appropriate actions in connection with this energy supply contract.

17. Transfer to Third Parties

- a. A transfer of the customer's rights and obligations under this energy supply contract to a third party is permitted only with the supplier's prior written consent. Consent may be withheld only if there are justified concerns regarding the fulfilment of the contractual obligations, in particular regarding the technical or financial capacity of the transferee.
- b. The Supplier is entitled at any time to transfer the rights and obligations under this energy supply contract to an affiliated company within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) or to commission third parties to fulfil the obligations incumbent upon the Supplier.

18. Confidentiality

- a. The parties agree to maintain confidentiality regarding all contents of this Energy Supply Agreement, its individual components and attachments, in particular the pricing provisions, unless the other party consents in writing to the disclosure of such information. This does not apply to the extent that the parties are subject to a statutory, judicial, or regulatory obligation to disclose data or the contents of this energy supply agreement, or if such disclosure is strictly necessary for the performance of this energy supply agreement.

- b. The Supplier is entitled to publicly disclose the customer relationship as such for reference purposes.

19. Data Protection

As the data controller, the Supplier processes any personal data to the extent that such data is necessary for the purpose of fulfilling the Energy Supply Agreement or, at the Customer's request, for the implementation of pre-contractual measures pursuant to Article 6(1), sentence 1, letter b of the GDPR. In all other respects, the Supplier's data processing principles apply, which can be viewed in its Privacy Policy at www.scholt.de/service-seiten/datenschutzerklarung/.

20. Control Power

- a. If the customer intends to use its technical unit to provide control power within the scope of minute reserve and/or secondary control power, the customer must notify the supplier in writing no later than six weeks before the start of the first standby period. This notification must contain the information specified in the Federal Network Agency's guidelines BK6-17-046, Section III.1.b).
- b. The details regarding the supplier's handling of control energy in its role as the balancing group manager are subject to a separate agreement, unless the provisions of the Federal Network Agency's BK6-17-046 apply.

21. Set-off and Right of Retention

The buyer is entitled to set-off or retention rights only to the extent that its claim has been legally established or is undisputed.

22. Product and Contact Information

- a. Current information on applicable rates, maintenance fees, and bundled products or services can be requested via service@scholt.de.
- b. Information on energy efficiency measures, end-customer comparison profiles, and, where applicable, technical specifications for energy-powered devices is available from the German Energy Agency at www.dena.de.